



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
SEPTEMBER 27, 2021 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Works and Utilities meeting will be conducted virtually.

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

Zoom: [https://santafenm-gov.zoom.us/j/86386126529?
pwd=Z2RVY0NqMzBIVm10eTcyL3hVUStFZz09](https://santafenm-gov.zoom.us/j/86386126529?pwd=Z2RVY0NqMzBIVm10eTcyL3hVUStFZz09)

Passcode: 861530

By Telephone: 346 248 7799 or 669 900 6833

Webinar ID: 863 8612 6529

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of the September 7, 2021 Public Works and Utilities Committee.
6. **ACTION ITEMS: CONSENT**



AGENDA

SPECIAL MEETING OF THE
PUBLIC WORKS AND UTILITIES
COMMITTEE
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- a. Request 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 Increase Compensation by a Sum Not to Exceed One Hundred Fifty Thousand, Seventy-Five Dollars and Three Cents (\$150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)
1. Request Approval of Budget Amendment Resolution (BAR) in the Amount of \$250,000 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: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

- b. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of \$850,000 to Construct CIP #842B Camino Entrada Roundabout. (Romella Glorioso-Moss, PW Project Administrator Sr., rsglorioso-moss@santafenm.gov, 955-6632)

Committee Review:

Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/29/2021

- c. CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (“ICIP”) for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603 and Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 955-4710)

Committee Review:

Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21



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- d. Request for Approval of Budget Amendment Resolution in the Amount of Seven Hundred Thousand Dollars (\$700,000) to Fund the Settlement Agreement with AFSCME in PELRB Case #106-20 Approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

Committee Review:

Finance Committee: 09/20/2021

Public Works and Utilities Committee: 09/27/2021

Governing Body: 09/29/2021

- e. Request for Approval of Amendment #2 to Professional Services Agreement 19-0748, Increasing Compensation in the Amount of \$1,000,000 to a Total Amount of \$2,000,000 Plus NMGRT for Professional Design Services with Wilson & Co. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:

Public Works & Utilities: 09/27/2021

Governing Body: 09/29/2021

- f. Request for approval of Amendment #4 to PSA #19-0234 with Carollo Engineers to provide continuance of On Call Engineering services) in support of Capital Improvements and Priority (CIP) Projects in the amount of \$500,000 exclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$542,188 from Cash Balance in Water Enterprise fund to fund the Contract Amendment #4 On Call Engineering Contract with Carollo Engineering.

Committee Review:

Public Works and Utilities Committee: 09/27/2021

Finance Committee: 10/04/2021

Governing Body: 10/13/2021

- g. Request for the Approval of the Amendment #3 to Agreement #20-0027 with B&D Industries, Inc for On-Call Citywide HVAC, Plumbing and Electrical



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Services; increasing compensation in the total amount of \$1,000,000.00 plus New Mexico gross receipts tax; (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491)

Committee Review:

Public Works & Utilities Committee: 09/27/2021

Finance Committee: 10/04/2021

Governing Body: 10/13/2021

- h. Request for Approval of a Budget Adjustment Resolutions (BARS) for Public Utilities Department to fund vacant positions through the 2021/2022 fiscal year and fund one new expansion position for Wastewater Management Division in the total amount of \$201,151. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

Committee Review:

Public Works and Utilities Committee: 09/27/2021

Finance Committee: 10/04/2021

Governing Body: 10/13/2021

- i. Request for Approval for Amendment #6 to the Alpha Southwest Contract for Emergency Repair for an increase in the amount \$297,930.29. (Efran Morales, WWM Plant Superintendent, emmorales@santafenm.gov, 955-4618)

1) Request for Approval of Budget Amendment Resolution (BAR) in the amount of \$297,930.29 from the WWMD Cash Balance.

Committee Review:

Public Works and Utilities Committee: 09/27/2021

Finance Committee: 10/04/2021

Governing Body: 10/13/2021

- j. Updates to County Partnership in the San Juan Chama Return Flow Project (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Public Works and Utilities Committee: 09/27/2021



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Finance Committee: 10/04/2021
Governing Body: 10/13/2021

- k. Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:

Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

- i. Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee Review:

Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

- a. Introduction of Legislation – September 27, 2021.

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: Tuesday, October 12, 2021**

11. **ADJOURN**



City of Santa Fe

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

VOTE SUMMARY

Meeting name - Public Works and Utilities Committee

Meeting state - Final

Meeting start date - 27/09/2021

Meeting end date - 28/09/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item title -

Approval of the September 7, 2021 Public Works and Utilities Committee.

Item type - minutes

Item owner -

Item Background -

Item sponsor -

Item staff Recommendation -

Item tracking number - 21-12324

Item Custom tracking number -

Item Sequential Number -

Motion type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Michael Garcia

Motion Status - approved

Motion time stamp - 22/09/2021

Motion item list number -

a.

Motion item list titles -

Approval of the September 7, 2021 Public Works and Utilities Committee.

Motion excludes current number -

Motion excludes current titles -

Vote for count - 5

Vote Against count - 0

Vote Abstain count - 0

Vote Absent count - 0

Vote For names - Chris Rivera, Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 22/09/2021 11:16:27

User first name - Jesse

User last name- Guillen

User middle name-

User full name - Jesse Guillen

User email - jbg Guillen@santafenm.gov



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PM
VIRTUAL MEETING

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

Members Present:

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

Members Excused:

Councilor Chris Rivera

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Maya Martinez, Attendee
Jesse Roach, Attendee
Bill Schneider, Attendee
Efren Morales, Attendee
Kyra Ochoa, Attendee
Alan Hook, Attendee
Alexandra Ladd, Attendee
Bill Huey, Attendee
Mark Baca, Attendee
Nancy Jimenez, Attendee
Sam Burnett, Attendee

the following facilitators were in attendance;

Rich Schrader, River Source
Angela Lowrey
Ash
Carlos Herrera
Susan Chacon

3. **APPROVAL OF AGENDA**



MINUTES

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item 7a removed from agenda and back on September 27, 2021.

MOTION: Councilor Abeyta moved, seconded by Councilor Garcia, to approve the agenda as amended.

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

Items G,H,K were pulled off consent for further discussion by Councilor Vigil Coppler.

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

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

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

Against: None

Abstain: None

5. APPROVAL OF MINUTES

- a. Approval of minutes from the August 23, 2021 Public Works and Utilities Committee Meeting.

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

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



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

Against: None

Abstain: None

6. **PRESENTATION**

- a. City of Santa Fe Monthly Water Supply and Demand Update. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)
INFORMATION ONLY
- b. Presentation on the Santa Fe Watershed Academy by Intern Participants. (Alan G. Hook, Water Resources Coordinator Assistant, aghook@santafenm.gov, 955-4205)

7. **ACTION ITEMS: CONSENT**

- a. **CONSIDERATION OF ORDINANCE 2021-19. ADOPTION OF ORDINANCE 2021-_____.**
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance.



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(Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:

Planning Commission: 08/19/21

Planning Commission: 09/02/21

Public Works and Utilities Committee: 09/07/21

Economic Development Advisory Committee: 09/08/21

Governing Body (Request to Publish): 09/08/21

Quality of Life Committee: 09/15/21

Finance Committee: 09/20/21

Governing Body (Public Hearing): 09/29/21

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

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

For: None

Against: None

Abstain: None

item was removed from agenda.

- b. Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of \$3,500,000.

Committee Review:

Finance Committee: 08/30/2021

Public Works and Utilities Committee: 09/07/2021

Governing Body: 09/08/2021



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MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the budget adjustment resolution (BAR) as presented.

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

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

Against: None

Abstain: None

- c. Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of \$750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)

1) Request of a BAR (Budget Adjustment Resolution) from the Wastewater Enterprise Fund in the amount of \$750,968.20

Committee Review:

Public Works and Utilities Committee: 09/07/2021

Finance Committee: 09/20/2021

Governing Body: 09/29/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the change order as presented.

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

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

Against: None

Abstain: None



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- d. Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of \$396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdcaca@santafenm.gov, 955-2901)

Committee Review:

Finance Committee: 08/30/21

PW/U Committee: 09/07/21

Governing Body: 09/08/21

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

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

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

Against: None

Abstain: None

- e. Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on Uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee Review:

Finance Committee: 08/30/2021

Community Development Commission: 09/01/2021

Quality of Life Committee: 09/01/2021

Public Works and Utilities Committee: 09/07/2021

Governing Body (Public Hearing): 09/08/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the action plan as presented.

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



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

Against: None

Abstain: None

- f. Request for Approval of Budget Amendment Resolution (BAR) Amendment to Allocate \$4,000,000 for Use of General Fund GRT Revenues Earned in the Prior Year (FY21) Above Budgeted Revenue to Fund the Southside Teen Center Project. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

Committee Review:

Finance Committee: 08/30/2021

Public Works and Utilities Committee: 09/07/2021

Governing Body: 09/08/2021

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

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

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

Against: None

Abstain: None

- g. **Ratification of the City Manager's Approval of** Airport Coronavirus Response Grant Program (ACRGP) Concessions Relief Addendum Award No. 3-35-0037-056-2021 in the Amount of \$30,578 and Approval of the BAR to Budget Grant Funds into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:



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Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/21

Item pulled by Councilor Vigil Coppler for discussion.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the grant as presented.

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

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

Against: None

Abstain: None

- h. **Ratification of the City Manager's Approval of Airport Rescue Grant Award No. 3-35-0037-057-2021 in the Amount of \$2,226,110 and Approval of the BAR to Budget Grant Funds Into the Airport FY22 Operating Budget Federal Grant Revenue Org and Object 5456050.490550.** (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:

Public Works and Utilities Committee: 09/07/21
Governing Body: 09/08/2021

Item pulled by Councilor Vigil Coppler for discussion.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the grant as presented.

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

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

Against: None



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Abstain: None

- i. Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the amount of \$636,052.51 inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)

Committee Review:

Public Works and Utilities Committee: 09/07/2021

Finance Committee: 09/20/2021

Governing Body: 09/29/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the professional services agreement (PSA) as presented.

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

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

Against: None

Abstain: None

- j. Request for Approval of Professional Services Agreement with John Shoe Maker and Associates, for Hydrology, Hydrogeology and Water Resources services in the amount of \$197,560 exclusive of NMGRT. (William Schneider, Water Resources Manager, whschneider@santafenm.gov, 955-4203)

Committee Review:

Public Works and Utilities Committee: 09/07/2021

Finance Committee: 09/20/2021

Governing Body: 09/29/2021

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve the professional services agreement (PSA) as presented.



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

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

Against: None

Abstain: None

- k. Request for Approval of an Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of \$9,267,014.53 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-795-2491)

Committee Review:

Governing Body: 09/08/2021

Item pulled by Councilor Vigil Coppler for discussion.

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

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

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

Against: None

Abstain: None

8. **ACTION ITEMS: DISCUSSION**
9. **EXECUTIVE SESSION**
10. **MATTERS FROM STAFF**
11. **MATTERS FROM THE COMMITTEE**



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12. **MATTERS FROM THE CHAIR**
13. **NEXT MEETING: September 27 2021**
14. **ADJOURN**

Liaison

Chair



City of Santa Fe New Mexico

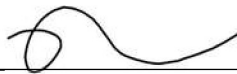
Memorandum



Date: August 23, 2021

Governing Body

Via:


Regina Wheeler, Public Works Department Director

RE: Amendment #1 to Professional Services Agreement #19-0127

ITEMS AND ACTIONS:

- (1) Request for Approval of Amendment #1 of the Professional Services Agreement #190127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to Increase Compensation by a Sum Not to Exceed One hundred fifty thousand, seventy-five dollars and three cents (\$150,075.03), Excluding Gross Receipts Tax.
- (2) Request for Approval to 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.

BACKGROUND AND SUMMARY:

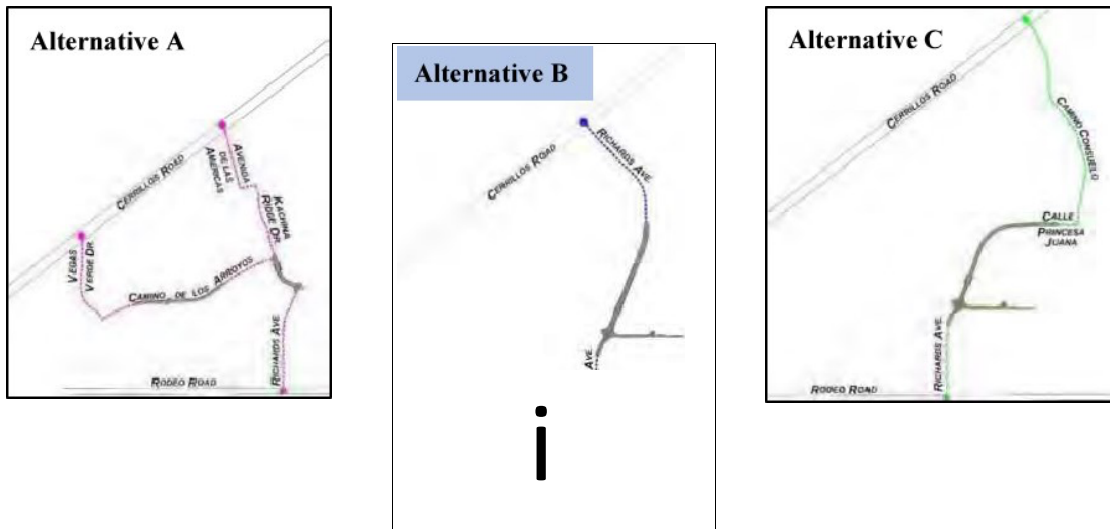
On February 27, 2019 the Governing Body awarded PSA #19-0127 to Louis Berger U.S., Inc. (now WSP USA Solutions, Inc.), for Phase IA/B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing (RFP# '18/45/P). The RFP issued on June 7, 2018 was for professional services to assist the City in determining the most feasible crossing of the Arroyos De Los Chamisos from Rodeo Road/Richards Avenue to Cerrillos Road.

The governing body will be continuously updated as the project moves forward with a selected alternative, including any necessary contract amendments to include additional professional services to complete preliminary and final design and engineering services through project construction.

The consultants completed Phase IA — Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented three "build alternatives" for developing the crossing (Fig. 1) to the public. Attended by 153 community members, Alternative B (see below) was chosen as the most feasible alternative. It: 1) provides the most direct connection between Rodeo Road and Cerrillos Road; 2) has the least horizontal geometric

design deficiencies; 3) has the least amount of driveway impacts and right-of-way needs; and 4) provides the greatest reduction of traffic along adjacent local roads.

Figure I: Three Build Alternatives Presented to Public on March 10, 2020



Following the NMDOT procedures, the consultants are now working on completing Phase 1B, which is the detailed analysis of the preferred Alternative B. Due to Covid-19 global pandemic preventing regular traffic analysis, the project has been delayed for about a year.

The new scope of work includes additional work requested by the public including more in-depth traffic analysis, integration of the connection with bicycle and pedestrian facilities, and special consideration of impacts to existing neighborhoods and affected natural resources and amenities. This additional scope for Phase 1B will cost an additional \$150,075.03 (excluding tax), which has been approved for funding via Road Impact Fees. Up to \$250,000 of road impact fees were secured providing funding for additional work requested by the public after Phase 1B report is presented at a public meeting in fall 2021.

ATTACHMENTS:

- Amendment PSA - 19-0127
- Summary of Contracts
- Procurement Checklist
- CIAC Memo
- BAR

Item# _____
Munis Contract# _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0127**

- A. This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 6, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and WSP USA SOLUTIONS, INC. formerly known as Louis Berger U.S., Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- B. Per the attached Exhibit A - Amended Certificate of Authority issued by the Office of the New Mexico Secretary of State, dated January 6, 2020, it is acknowledged that the contractor Louis Berger U.S. Inc. (NM Corporation #5215455) has changed its name to WSP USA SOLUTIONS, INC.
- C. Under the terms of the Agreement, Contractor has agreed to provide engineering services to the City with regard to Arroyo De Los Chamisos Crossing as per RFP# 18/45/P issued on June 7, 2018.
- D. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$150,075.03, excluding gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the Lump Sum rate of three hundred ninety-eight thousand three hundred forty-nine dollars and fourteen cents (\$398,349.14), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$33,610.71) 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 (\$431,959.85). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1 as described in "Exhibit B" attached hereto and incorporated herein, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

CITY OF SANTA FE:

CONTRACTOR:
WSP USA SOLUTIONS, INC.

ALAN WEBBER, MAYOR



CRAIG R. COREY
LOCAL BUSINESS LEADER

DATE: _____

DATE: 08/12/2021

CRS#: 01-195458-00-2

Registration #: 230689

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 12, 2021 07:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3309980.572960.EN193300D

Org Code/Object #/Project ID



A-1

**OFFICE OF THE NEW MEXICO
SECRETARY OF STATE**

January 7, 2020

**SOUTHWEST-CT
206 S. CORONADO AVE.
ESPANOLA, NM 87532**

**RE: WSP USA SOLUTIONS INC.
Business ID #: 5215455**

The Office of the Secretary of State has approved and filed the Application for Amended Certificate of Authority for the above captioned corporation effective January 6, 2020. The enclosed Amended Certificate of Authority is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Amendment has been approved, you must also comply with all other federal or state laws applicable to your corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3622 for assistance.

Business Services Division

**OFFICE OF THE NEW MEXICO
SECRETARY OF STATE**

Amended Certificate of Authority

**OF
WSP USA SOLUTIONS INC.
5215455
New York**

The Office of the Secretary of State certifies that the Application for Amended Certificate of Authority, duly signed and verified pursuant to the provisions of the

Business Corporation Act

53-17-1 to 53-17-20 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Amended Certificate of Authority and attaches hereto a duplicate of the Application for Amended Certificate of Authority.

Dated: January 6, 2020

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**



Secretary of State

325 Don Gaspar, Suite 308 • Santa Fe, NM 87501
(800) 477-3832 • www.sos.state.nm.us

Office of the New Mexico Secretary of State
Filing Number: 0002018497
Filed On: 1/2/2020
Total Number of Pages: 1 of 7

**SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY**

Foreign Profit Amendment APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

The undersigned corporation, in order to apply for an Amended Certificate of Authority under the New Mexico Business Corporation Act, submits the following statement:

1. The name of the corporation is (include NM CORP#): _____
LOUIS BERGER U.S., INC. (NM CORP #5215455)

2. A Certificate of Authority was issued to this corporation on: 05/20/2016

3. The corporate name has been changed to: _____
WSP USA SOLUTIONS INC.

(Attach an original authenticated certificate of filing verifying the change of corporate name)


4. If the corporate name as changed does not contain the word "corporation", "company", "incorporated", or "limited", or an abbreviation of one of these words (as required under the New Mexico Business Corporation Act), state the corporate name as changed and include the word or abbreviation it elects to add for use in New Mexico: _____

5. The corporation desires to pursue in the transaction of business in New Mexico other or additional purposes than those set forth in its application for Certificate of Authority, as follows:

Dated: 1/2/2020

LOUIS BERGER U.S., INC.

Name of Corporation

By 

Signature of Authorized Officer
HILLARY JASSEY, ASSISTANT SECRETARY

Form FPR-AM
(revised 6/13)

RECEIVED
SOS
Corporation Bureau JAN 03 2020

**State of New York
Department of State } ss:**

I hereby certify, that the Certificate of Incorporation of WSP USA SOLUTIONS INC. was filed on 07/03/1919, under the name of SPENCER, WHITE & PRENTIS, INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment SPENCER, WHITE & PRENTIS, INC., changing its name to EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., was filed 06/18/1952.

A Certificate of Amendment EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., changing its name to EDLACH INC., was filed 06/28/1973.

A Certificate of Amendment EDLACH INC., changing its name to HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., was filed 11/06/1991.

A Certificate of Amendment HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., changing its name to ENVIRONMENTAL CONSULTANT SERVICES, INC., was filed 10/10/2014.

A Certificate of Amendment ENVIRONMENTAL CONSULTANT SERVICES, INC., changing its name to LOUIS BERGER U.S., INC., was filed 04/06/2016.

A Certificate of Amendment LOUIS BERGER U.S., INC., changing its name to WSP USA SOLUTIONS INC., was filed 01/02/2020.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 02nd day of January
two thousand and twenty.*

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 3, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/13

RECEIVED
SOS
Corporation Bureau JAN 08 2020

**ARROYO DE LOS CHAMISOS RFP #’18/45/P
AMENDED PROPOSED SCOPE OF WORK
FOR PHASE 1 B – LOCATION STUDY
DETAILED EVALUATION OF ALTERNATIVES**

The proposed fee is based on a collection of issues that occurred which have resulted in the need for a revised scope and fee to complete Phase IB appropriately. In direct response to the input provided at the first public meeting in March of 2020, the study team expanded the study area to include additional street segments and intersections, including traffic calming/complete streets measures, as well as a focus on potential impacts to the adjacent drainage conditions and natural environment near the project corridor. Placing a new multi-barrel drainage structure in the arroyo may require slope stabilization and other considerations that should be considered for engineering feasibility. In addition, COVID-19 effects on travel patterns and traffic counts has also caused some challenges; therefore, strategies to collect adequate traffic count data for the study have also been revised. Finally, the need to create a public outreach plan and public meetings under virtual conditions requires modified effort.

Key assumptions for the Phase IB efforts include:

- ◆ The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. As such, design survey at these intersections will not be performed in Phase IB. If needed, design survey for the specific needs will be part of Phase ID Preliminary Design.
- ◆ Existing right-of-way will be established based on available records such as subdivision plats and existing right-of-way maps, as available. Title reports will not be obtained for the Phase IB efforts.
- ◆ Landscaping and aesthetic design is not included in Phase IB.
- ◆ Environmental conditions and potential impacts will be considered for the preferred alternative. However, the detailed environmental investigations and field surveys, as needed under the National Environmental Policy Act (NEPA), as well as associated documentation, will be performed in Phase IC.
- ◆ A preliminary and final drainage report including hydrologic analyses, geotechnical exploration and testing, and subsurface utility engineering (SUE) quality levels B and A will be performed in Phase ID as part of preliminary design.

The following work plan supplements the scope of services in Exhibit A of the contract is organized by the five categories used to establish the level of effort for the cost proposal. The following deliverables will be prepared for Phase IB of this project:

- ◆ Topographic survey
- ◆ Existing right-of-way limits
- ◆ Proposed right-of-way impacts
- ◆ Initial utility coordination, alert letter and contacts list
- ◆ Geotechnical scoping study memorandum
- ◆ Streetlight big data findings
- ◆ AM and PM peak-hour traffic volumes, existing and design-year
- ◆ Peak-hour traffic operations analyses, existing and design-year
- ◆ Conceptual design plans for the proposed improvements
- ◆ Engineer’s estimate of probable costs

- ◆ Virtual public meeting and summary of comments
- ◆ Photo simulations of proposed improvements, five view matches
- ◆ Phase IB report, draft and final

Phase IB Scope of Work

B.1 Detailed Evaluation of Alternatives

Geotechnical Scoping Study Memorandum

Engineer will conduct an office scoping study of the Richards Avenue corridor to document existing mapping of Natural Resources Conservation Service (NRCS)/ United States Department of Agriculture (USDA) Soil Mapping, evaluate variability of site soils, and review structural geology conditions. Terrain analyses will consider past land use and geomorphology changes of the site. Engineer will conduct a site visit using global positioning system (GPS) to walk the alignment and evaluate the surficial ground conditions at a scale of 1:200 feet and document potential geologic hazards that will be considered in the detailed geotechnical report. An exploration plan for Phase ID/Phase II will be prepared and submitted with the geotechnical scoping study memorandum.

Streetlight Big Data Analysis and Documentation

This purpose of this task is to obtain “big data” from the vendor Streetlight Data, Big Data for Mobility, to augment traffic data obtained during the COVID-19 pandemic that is not representative of pre-pandemic conditions. Engineer will secure a vendor agreement to procure the big data needed for the project. See the Exhibit 1 for the approximate proposed zone locations; fifty (50) zones.

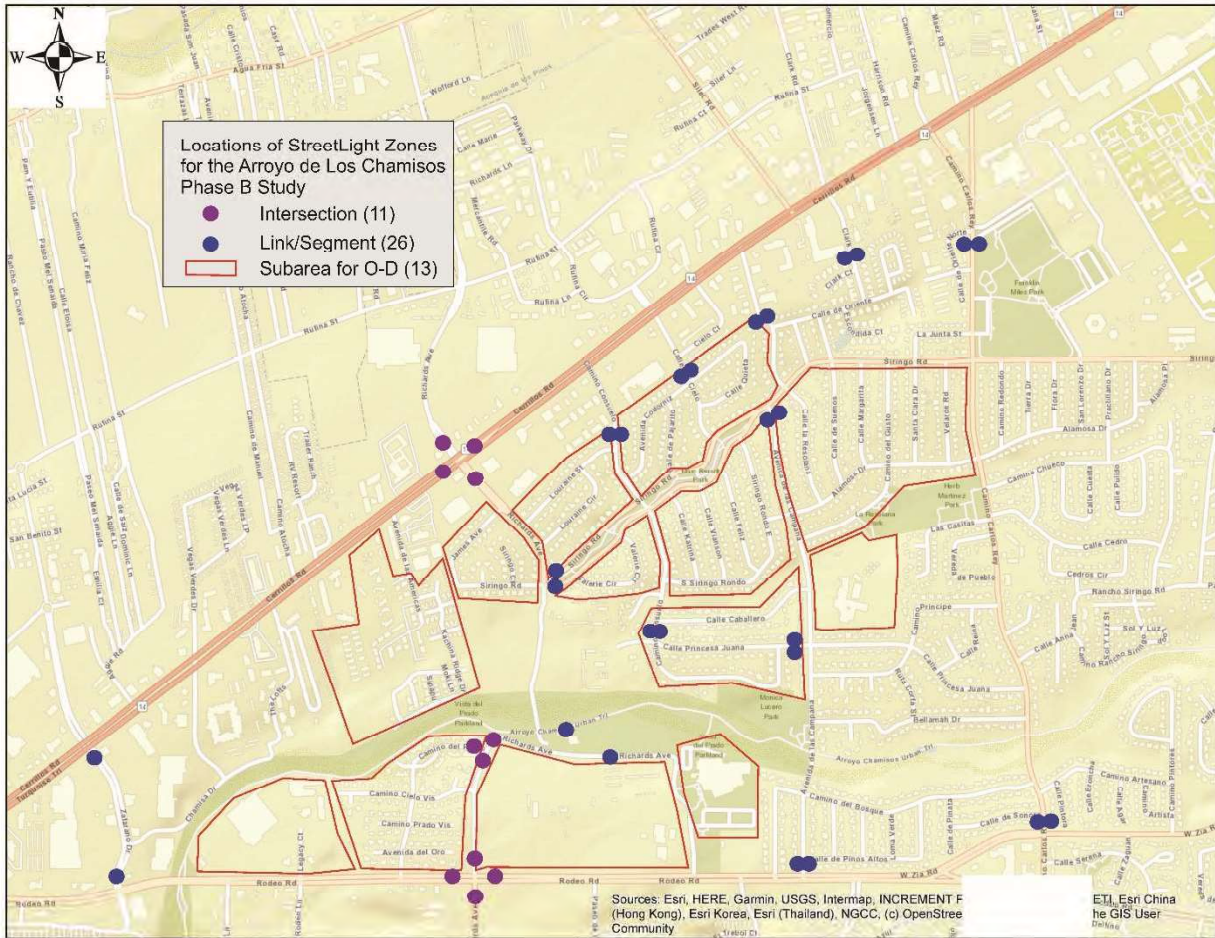
Engineer will use the Streetlight database to set-up and extract the big data needed for this project. Data extracted will reflect multiple days/months of data to provide average statistics for years 2018 and/or 2019. This effort will include:

- ◆ Setting up 50 advanced analytics zones.
- ◆ Correlating the Streetlight data to traffic count data obtained for this project in Task 7.
- ◆ Extracting turn movement percentages for four (4) intersections, and verifying existing turn movement volumes at the intersections.
- ◆ Estimating peak-hour and daily volumes using the local street system.
- ◆ Reviewing Top Routes and/or origins-destinations for key movements along the corridor and from places within the project vicinity.
- ◆ Summarizing data.

Traffic Study for Richards Alignment Only

The detailed traffic operations analysis will focus on the AM and PM peak-hour existing (2019) and proposed (2040) conditions. To estimate traffic volumes for existing conditions, new 9-hour turning movement counts will be collected at four intersections including Richards Ave/Rodeo Rd, Richards Ave/Camino del Prado, Richards Ave/Siringo Rd, and Richards Ave/Cerrillos Rd. The AM and PM peak-hour traffic counts will be adjusted to pre-COVID levels through the use of the NMDOT Method 3 as defined in the NMDOT Guidelines of October 5, 2020: *Alternative Means to Develop Base Turning Movements Volumes for Traffic Impact Studies During COVID-19 Times*. Streetlight big data will be used to adjust the turning movements consistent with the NMDOT Guidelines.

Exhibit 1, Preliminary Layout for Streetlight Big Data Zones



The Santa Fe regional travel demand (VISUM) model will be used to develop estimates of the 2040 design-year AM and PM peak-hour traffic volumes at the four intersections identified above for both the no-build and build scenarios. The 2040 no-build scenario traffic volumes will be estimated by applying the growth from the VISUM model onto the adjusted existing condition traffic volumes. The 2040 build scenario traffic volumes will be developed by applying the difference between the no-build and build scenarios in the VISUM model.

Traffic operations analyses will be performed for the AM and PM peak-hours using the Highway Capacity Software (HCS), for existing and design-year conditions. The results of the traffic analysis will be documented in the Phase IB report; a separate traffic report will not be prepared.

Planning-level Drainage Analysis

Engineer will perform a planning-level drainage analysis to identify storm drain system needs for the proposed street extensions, capacity requirements for concrete box culverts (or round/arch pipe alternatives), and anticipated erosion and scour protection within the arroyo. Engineer will coordinate with the City Public Works Department's River and Watershed Section and the Federal Emergency Management Agency (FEMA) to discuss drainage requirements at a planning level.

Hydraulic analysis will be performed using HY-8 to size concrete box culverts (CBCs) based on flows documented in the Phase IA report. Hydrologic analysis will not be performed for the arroyo as part of

Phase IB. A review of the historic aerial photos from Google Earth reveals that the alignment of Arroyo Chamisos upstream and downstream of the proposed crossing is fairly unstable; the aerial photos show that the main channel of Arroyo Chamisos is still dynamic and it has widened and shifted to the north at the proposed CBC crossing after the construction of the low water crossing (access road to the fire station) between 2005 and 2009. Engineer, in coordination with the City of Santa Fe and FEMA, will engineer the layout of the proposed CBC and its wingwalls and will prepare conceptual drawings that includes stabilization of the banks of the arroyo upstream and downstream of the crossing. Engineer will also evaluate the effect of the existing low water crossing on the Arroyo Chamisos and recommends whether the structure should be removed or remain in place after the project is complete.

The existing storm drain system in Richards Avenue between Rodeo Road and Cerrillos Road will be identified based on as-built plans and/or coordination with the City of Santa Fe. Any new storm drain system, if required, will be designed based on Manning's equation only and will not include backwater analysis. Stormwater runoff along the proposed street extension will be estimated using Manning's equation (simplified calculations) to identify curb inlet spacing based on managing spread along the roadway. Requirements to connect the existing and proposed storm drain systems will be identified. Outlet protection analysis will be performed for the CBCs to determine dimensions of riprap aprons.

A separate drainage analysis report will not be prepared; the drainage analysis results will be incorporated into the Phase IB report.

Conceptual Design and Evaluation

Conceptual design plans for the proposed improvements will include existing and proposed typical sections, typical pavement sections, plan and profile layouts of the entire corridor, and conceptual layouts for the concrete box culverts. Basic horizontal and vertical geometry will be annotated on the layouts; geometric details will be provided for vertical curves. The plan sheets will be created to expedite preliminary design plan development. Existing and proposed right-of-way will be shown. Proposed right-of-way will include additional permanent takes, construction maintenance easements, and temporary construction permits. If any encroachments are identified, a listing will be made describing the type and location of the encroachment and the property owner.

The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. Concept layouts in plan view only will be prepared for these intersections if required.

The conceptual design efforts will include:

- ◆ Refined typical sections
- ◆ Roadway alignment modeling (concept design level to set vertical profile and slope limits)
- ◆ Roadway geometry in plan view
- ◆ Layouts of traffic calming and complete streets features
- ◆ Intersection geometry for special intersection treatments in plan view (i.e., traffic circles)
- ◆ Initial layouts for concrete box culverts (or round/arch pipe alternatives) including sizes, aprons and scour protection, and cover depths
- ◆ Layouts of proposed drainage system features in plan view (no structure sections)
- ◆ Sidewalk/multi-use trails and connections, including anticipated requirements to satisfy ADA/PROWAG
- ◆ Identification of ROW impacts and acquisition needs

Prepare Estimate of Probable Costs

Engineer will prepare estimates of probable costs for the proposed improvements at a conceptual level based on today's dollars and using current unit costs for construction items. The cost estimate will not include temporary or permanent right-of-way costs.

Prepare Phase IB Report

The Engineer will prepare draft and final versions of a Phase IB Report documenting the detailed engineering evaluation of alternatives. An Executive Summary will be prepared. Up to ten (10) hard copies and associated digital files for the draft and final versions will be submitted.

After the draft version of the report, Engineer will prepare resolutions to and address comments from the City before submitting the final version of the report. A draft review and a final draft review is included prior to submittal of the Final Phase IB Report.

Quality control

Engineer will implement quality control procedures for the conduct and completion of project tasks. Deliverables will be reviewed prior to submittal to the City.

B.2 Environmental Investigations and Documentation

An assessment of potential environmental impacts associated with the proposed improvements will be performed. The findings will be documented in the Phase IB report.

B.3 Property Ownership, Location Survey and Mapping

Location/Topographical Survey

The limits of the topographical survey will be as shown in Exhibit 2. The survey will include the Richards Avenue corridor from Camino Cielo Vista north across the Arroyo de Los Chamisos to just north of James Avenue. As shown in Exhibit 2, this will include the area east of Richards Avenue to the Fire Station including the northwest corner lands of the Rodeo grounds.

Three control points will be established adjacent to the project area. A survey control plan sheet to NMDOT standards will be prepared for future inclusion in the construction plan set.

Survey data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey including, but not limited to, grade breaks, drainage structures, fences, walls, sidewalks and curb ramps (face to face each side of Richards Avenue limits), curb/gutter, edge of pavement/ concrete, visible utility features, and multi-use trails within the limits. Limits of side streets to include up to curb returns or projected ROW lines crossing side streets, except for Camino del Prado

Exhibit 2, Topographical Survey Limits



which will extend 50 feet past the curb return. An existing surface in AutoCAD Civil 3D 2018 format will be provided.

Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is provided access by City of Santa Fe Staff and able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

Define Existing Right-of-Way (ROW)

Existing subdivision plats and ROW Maps, if available, will be researched to establish the existing ROW for Richards Avenue to sufficient accuracy for determination of existing encroachments. If insufficient monumentation is recovered, Surveyor will coordinate with design team to determine further action or analysis. Existing plats/documents will be researched to show existing tracts within the existing Arroyo de Los Chamisos. Based on the records research and verification by existing survey monuments in the field, existing ROW limits will be established in AutoCAD Civil 3D 2018.

A boundary survey as defined per New Mexico Minimum Standards for Surveying is not included in this scope. Right-of-Entry requests for surveying purposes will be initiated by the City, as well as final responsibility to obtain the necessary access to properties, prior to field survey. Engineer will provide information on location needed and associated property owner information based on existing records.

B.4 Coordination

Project Management and Coordination

Engineer will be responsible for the coordination of project activities with the City of Santa Fe Project Manager(s) and the project team established for this project. Engineer will be responsible for:

- ◆ Ongoing coordination with the City of Santa Fe Project Manager(s).
- ◆ Scheduling project team meetings assumed to occur on average every six (6) weeks over the duration of this project phase. Up to six (6) project team meetings are included in this phase. The meetings will be held virtually using Microsoft Teams or similar.
- ◆ Preparation of meeting summaries within two weeks of meetings.
- ◆ Distribution of pertinent project documents/deliverables.

Utility Coordination

Utilities will be identified schematically based on available geographical information system (GIS) information and information requested from/provided by the utility owners. Engineer will provide utility coordination services as follows:

- ◆ Identify utility owners with facilities in the project limits that may be affected by proposed improvements and develop Utility Contact List. Identify appropriate utility project contact/utility project engineer or lead.
- ◆ Prepare and distribute an Alert Letter to each utility to inform them of the proposed project.
- ◆ Coordinate and schedule one (1) virtual utility coordination meeting using Microsoft Teams or similar.
- ◆ Prepare a summary of the utility meeting for distribution to meeting attendees.

Agency Coordination

Engineer will complete coordination with the following agencies/organizations, to ensure their concerns and input are considered and addressed. Coordination efforts will be done via telephone/video conference/email.

- ◆ Coordination with City Governing Body
- ◆ Bicycle and Trails Advisory Committee (BTAC)
- ◆ Santa Fe Metropolitan Planning Organization (SFMPO)

B.5 Public Involvement

One (1) public meeting will be held under a virtual platform for Phase IB. Major tasks include project coordination with City Staff, following the Early Neighborhood Notification (ENN) public notification and outreach processes (i.e., mailings and advertisements), preparation of the virtual presentation materials, recording of the virtual meeting, collecting and summarizing comments, and summarizing the planning efforts and comments for inclusion in the Phase IB report. One practice with the full project team, prior to the public meeting presentation, is included.

Engineer will develop one computer-generated 3-D model of the proposed improvements for the new crossing of Arroyo de Las Chamisos. The 3-D model will be based on an AutoCAD design drawing developed as part of the conceptual design efforts and will be developed using the Autodesk 3D Studio Max software. Using high-definition photos taken with a drone, Engineer will view match five (5) photo-based backgrounds to the 3-D model. The results will be digital images of photo simulations of the proposed improvements for comparing existing (before) and proposed (after) conditions.

**EXHIBIT B-1
CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT**

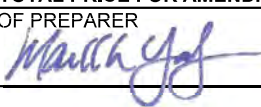
ENGINEERING COST SUMMARY				
PART 1 - GENERAL				
1. NAME OF PROJECT: Arroyo de Los Chamisos Crossing		2. CIP#: RFP#'18/45/P		
3. NAME OF CONTRACTOR: WSP USA Solutions Inc. (formerly Louis Berger U.S., Inc.)		4. DATE OF PROPOSAL: June 7, 2018		
5. ADDRESS OF CONTRACTOR: 2019 Galisteo Street, Suite M-1 Santa Fe, NM 87505		6. TYPE OF SERVICE TO BE FURNISHED: Professional Services A. WORK ELEMENT (by project phase): Phase IB - Location Study Detailed Evaluation		
PART 2 - COST SUMMARY				
BASIC SERVICES				
7. DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED HOURLY COST	TOTALS
PROJECT MANAGER	234	\$82.60	\$19,328.40	
SR SUPV ENGINEER	30	\$85.22	\$2,556.60	
SUPV ENGINEER	44	\$72.66	\$3,197.04	
LEAD ENGINEER	20	\$61.59	\$1,231.80	
SR TECHNICAL SPECIALIST	72	\$57.00	\$4,104.00	
LEAD DESIGN VISUALIZATION SPECIALIST	66	\$50.70	\$3,346.20	
SR ENGINEER	140	\$49.74	\$6,963.61	
ENGINEER III	12	\$40.25	\$483.00	
ENGINEER II	66	\$36.74	\$2,424.84	
ENGINEER I	176	\$31.86	\$5,607.36	
SR CONTRACTS MANAGER	12	\$56.24	\$674.88	
SR PROJECT ACCOUNTANT	8	\$46.23	\$369.84	
DIRECT LABOR TOTAL:	880		\$50,287.57	\$50,287.57
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
Direct Labor 138.27%	1.3827	\$50,287.57	\$69,532.62	
OVERHEAD TOTAL:			\$69,532.62	\$69,532.62
9. FEE OR PROFIT (show rate and base)	15%	\$119,820.19	\$17,973.03	\$17,973.03
SUPPLEMENTAL SERVICES				
10. SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Bohannon Huston Inc - surveying, traffic, planning/public involvement			\$82,209.29	
Pathfinder Environmental, LLC - public involvement support			\$2,180.00	
YeDoma Consultants, LLC - geotechnical			\$3,234.00	
SUBCONTRACTOR TOTAL:			\$87,623.29	\$87,623.29
11. SPECIAL EQUIPMENT	RATE	ESTIMATED HOURS	ESTIMATED COST	
EQUIPMENT TOTAL:				
12. TRAVEL			ESTIMATED COST	
A. Transportation: mileage 357	\$	0.560 per mile	200	
B. Per diem				
TRAVEL TOTAL			\$200.00	\$200.00
13. OTHER REIMBURSEABLE COST	RATE	ESTIMATED HOURS	ESTIMATED COST	
Billed at cost				
Drone High Resolution Photos			\$600.00	
Reproduction/Printing			\$800.00	
Streetlight Big Data			\$14,400.00	
OTHER REIMBURSABLE TOTAL:			\$15,800.00	\$15,800.00
SUBTOTAL ITEMS 7 - 13:				\$241,416.50
14. GROSS RECEIPTS	8.4375%			\$20,369.52
15.a TOTAL PRICE (WITHOUT ADJUSTING FOR REMAINING PHASE IB BUDGET)				\$261,786.02
15.b REMAINING PHASE IB BUDGET INCLUDING GROSS RECEIPTS TAX				(\$99,048.41)
15.c ADJUSTED TOTAL PRICE FOR AMENDMENT 1				\$162,737.61
16. SIGNATURE OF PREPARER 	OWNER'S REVIEW BY		ENGINEERING PROJECT MANAGEMENT DIVISION	

EXHIBIT C

City of Santa Fe - RFP #18/45/P
 Work-Hour Proposal
 Arroyo de Los Chamisos Crossing

Phase IB Amendment 3/12/2021

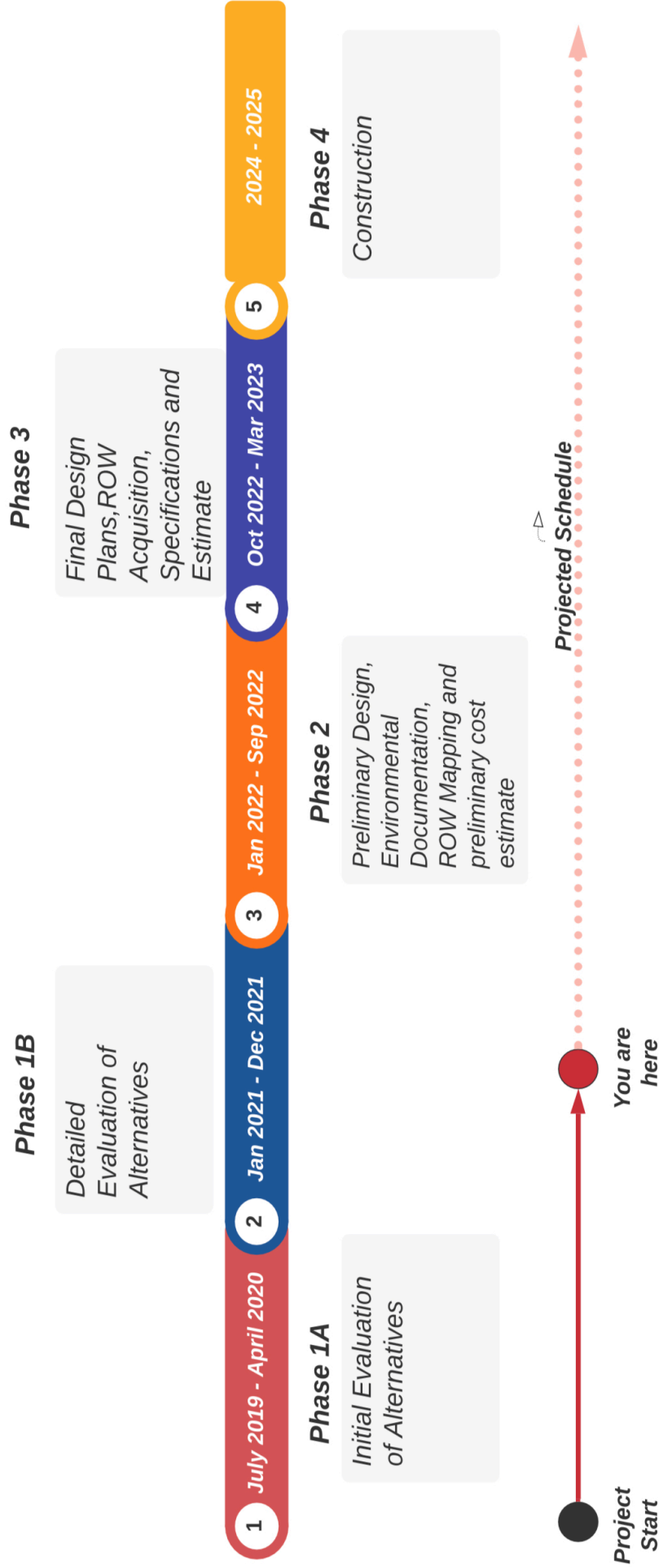
WSP Staff Allocation	Direct Labor	Overhead	Fee	Phase IB	
	(Hourly)	138.27%	15.00%	Man-Hours	Cost
PROJECT MANAGER	\$ 82.60	\$ 114.21	\$ 29.52	234	\$ 52,961.85
SR SUPV ENGINEER	\$ 85.22	\$ 117.83	\$ 30.46	30	\$ 7,005.35
SUPV ENGINEER	\$ 72.66	\$ 100.47	\$ 25.97	44	\$ 8,760.23
LEAD ENGINEER	\$ 61.59	\$ 85.16	\$ 22.01	20	\$ 3,375.26
SR TECHNICAL SPECIALIST	\$ 57.00	\$ 78.81	\$ 20.37	72	\$ 11,245.39
LEAD DESIGN VISUALIZATION SPECIALIST	\$ 50.70	\$ 70.10	\$ 18.12	66	\$ 9,168.94
SR ENGINEER	\$ 49.74	\$ 68.78	\$ 17.78	140	\$ 19,081.00
ENGINEER III	\$ 40.25	\$ 55.65	\$ 14.39	12	\$ 1,323.47
ENGINEER II	\$ 36.74	\$ 50.80	\$ 13.13	66	\$ 6,644.32
ENGINEER I	\$ 31.86	\$ 44.05	\$ 11.39	176	\$ 15,364.76
SR CONTRACTS MANAGER	\$ 56.24	\$ 77.76	\$ 20.10	12	\$ 1,849.24
SR PROJECT ACCOUNTANT	\$ 46.23	\$ 63.92	\$ 16.52	8	\$ 1,013.40
Sub-Total WSP				880	\$ 137,793.21
Sub-Consultants					
Bohannon Huston, Inc.					\$ 82,209.29
Pathfinder Environmental, LLC					\$ 2,180.00
YeDoma Consultants, LLC					\$ 3,234.00
Sub-Total Subs					\$ 87,623.29
Direct Expenses					
Travel					\$ 200.00
Streetlight Big Data					\$ 14,400.00
Reproduction/Printing					\$ 800.00
Drone High-Resolution Photos					\$ 600.00
Sub-Total Direct Exp					\$ 16,000.00
Proposed Phase IB Total (excl. tax)					\$ 241,416.50
Existing Remaining Contract Amount					
Remaining Phase IB Budget (excl. tax)					\$ 91,341.47
Sub-Total Remaining Budget (excl. tax)					\$ 91,341.47
Phase IB Amended Total (excl. tax)					\$ 150,075.03

PHASE IB - ACTIVITIES	Estimated Work-Hours											Totals
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	
Phase IB - Detailed Evaluation												
B.1 Phase IB Detailed Evaluation of Alternatives												
Geotechnical Scoping Study Memorandum												
1. Review Yedoma submittal	2											
Sub-Total	2	0	0	0	0	0	0	0	0	0	0	2
Streetlight Big Data Analysis and Documentation												
1. Secure vendor agreement for 50 zones	4						2					2
2. Perform analysis of the big data	2						36					40
3. Summarize key findings							8					10
Sub-Total	6	0	0	0	0	0	46	0	0	0	0	52
Traffic Study for Richards Alignment Only												
1. Review BHI submittals for quality and completeness	4							4				8
Sub-Total	4	0	0	0	0	0	4	0	0	0	0	8
Planning-Level Drainage Analysis												
1. Coordinate with City PWD River and Watershed section		4					8					12
2. Coordinate with FEMA and Army Corps		4					8					12
3. Define existing storm drain system in Richards's Avenue. Design new storm drain systems using Manning's equation; no backwater analysis.		4					4	16				24
4. HY-8 hydraulic analysis to size CBCs. Engineer the layout of the CBCs and their wingwalls. Evaluate whether the existing low water crossing should be removed or stay in place.		8					24					32
5. Street runoff spread evaluation and need for curb inlets		4					4					20
6. Outlet protection for CBC riprap aprons, and arroyo sides		8					16					32
7. Summarize drainage analysis and results for Phase IB report		8					24					40
Sub-Total	0	40	0	0	0	0	88	0	44	0	0	172
Conceptual Design and Evaluation												
1. Develop refined typical sections and get approved by City	2				2							8
2. Define the proposed pavement section					2							2
3. Roadway alignment modeling (create surface and define slope limits)					4							20
4. Roadway horizontal geometry (plan view), incl. P&P plan sheet set-up	2				6							32
5. Define traffic calming features and get approved by City	4				4							10
6. Special intersection layouts	4				4							24
7. Concrete Box Culvert Layouts (main channel and north fork)		4					8	12				24
8. Storm drain system features in plan view					8							8
9. Sidewalks and multi-use trails and connections, incl. ADA/PROWAG feasibility	4				8							28
10. Concept layouts in plan view, Richards at Rodeo and Cerrillos	2				2							10
12. List of encroachments												4
Sub-Total	18	4	0	0	28	0	16	12	0	92	0	170
Prepare Estimate of Probable Costs												
1. Estimate quantities and unit costs, prepare estimate	2				6		4					24
Sub-Total	2	0	0	0	6	0	4	0	0	12	0	24
Prepare Phase IB Report												
1. Draft report	48			16	16		8			16		104
2. Executive Summary	8											8
3. Final Report	8											8
Sub-Total	64	0	0	16	16	0	8	0	16	0	0	120
Quality Control of Major Deliverables												
1. Concept design plans and cost estimate		8		4								12
2. Draft Phase IB report		12										12
3. Final Phase IB report		6										6
Sub-Total	0	26	0	4	0	0	0	0	0	0	0	30
Task 1 Sub-total	96	30	40	20	50	0	116	12	66	148	0	578

PHASE IB - ACTIVITIES	Estimated Work-Hours											Totals
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	
Phase IB - Detailed Evaluation												
B.2 Environmental Investigations and Documentation												
Environmental Documentation												
1. Assessment of potential environmental impacts (BHI)												
	4											
Sub-Total	4	0	0	0	0	0	0	0	0	0	0	0
Task 2 Sub-total	4	0	0	0	0	0	0	0	0	0	0	0
B.3 Property Ownership, Location Survey & Mapping												
Location/Topographical Survey												
1. Review BHI submittals for quality and completeness												
					6							
Sub-Total	0	0	0	0	6	0	0	0	0	0	0	0
Existing and Proposed ROW												
1. Review BHI existing ROW boundaries												
	2				2			4				
2. Define ROW impacts based on proposed improvements												
					2			4				
3. Quantify acquisition areas												
	2	0	0	0	4	0	0	0	0	8	0	0
Sub-Total	2	0	0	0	4	0	0	0	0	8	0	0
Task 3 Sub-total	2	0	0	0	10	0	0	0	0	8	0	0
B.4 Coordination												
Project Management and Coordination												
1. Contract Administration												
	16										12	8
2. Ongoing Coordination with City PMs												
	40				2							
3. Project Team meetings (up to 6)												
	12		4		8		4			8		
4. Meeting summaries												
	4											
Sub-Total	72	0	4	0	8	2	4	0	8	0	12	8
Task 4 Sub-total	72	0	4	0	8	2	4	0	8	0	12	8
Utility Coordination												
1. Identify utility owners, make contacts list, identify leads												
	1									8		
2. Prepare and distribute an alert letter												
	2									6		
3. Prepare for and hold a utility coordination meeting (virtual)												
	1									2		
4. Prepare meeting summary												
	1									2		
Sub-Total	4	0	0	0	0	0	20	0	0	0	0	0
Task 4 Sub-total	4	0	0	0	0	0	20	0	0	0	0	0
Agency Coordination												
1. City Governing Body												
	10											
2. Bicycle and Trails Advisory Committee (BTAC)												
	4											
3. Santa Fe MPO												
	2											
Sub-Total	16	0	0	0	0	0	0	0	0	0	0	0
Task 4 Sub-total	16	0	0	0	0	0	0	0	0	0	0	0
B.5 Public Involvement												
Public Involvement												
1. Coordinate with BHI (BHI leading PI)												
	4											
2. Prepare PowerPoint Presentation												
	16									4		
3. Prepare for Virtual Public Meeting												
	4									4		
4. Attend Virtual Public Meeting												
	4									4		
5. Review and respond to comments, as required												
	4									4		
6. Develop Photo Simulations (live view matches)												
	8				4	64						
Sub-Total	40	0	0	0	4	64	0	0	0	12	0	0
Task 5 Sub-total	40	0	0	0	4	64	0	0	0	12	0	0
Phase IB Total Man-Hours												
	234	30	44	20	72	66	140	12	66	176	12	8

Arroyo de los Chamisos Crossing

City of Santa Fe | June 29, 2021





City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200292

Contractor: WSP USA Solutions, Inc. (formerly known as Louis Berger)

Description: CIP #876B - Arroyo De Los Chamisos Crossing Project - to connect Rodeo Road/ Richards Avenue to Cerrillos Road by crossing Arroyo De Los Chamisos.

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/06/2019 Term End Date: 03/06/2023

Approved by Council Date: 02/27/2019

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 19-0127

Increase/(Decrease) Amount \$ 1,000,000 (sum not to exceed excluding NMGR)

Extend Termination Date to: _____

Approved by Council Date: Pending

Amendment is for:

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

1) **Scope of Work - refine Phase 1B and include Phase 2 - Preliminary Design, Phase 3 - Final Design, and Phase 4 - Construction Services as described in RFP#'18/45/P.**

2) **Compensation - increase by a sum not to exceed \$1,000,000 excluding NMGR. Original contract was \$248,274.11 excluding NMGR; amended compensation will be \$1,248,274.11 excluding NMGR.**

3. **Procurement History:** _____

Fran D. Haway
Fran D. Haway (Jul 20, 2021 1:16 MDT)

Purchasing Officer Review: _____

Jul 20, 2021

Date: _____

Comment & Exceptions: _____

4. **Funding Source:** Road Impact Fees **Org / Object:** 3309980.572960

Andy Hopkins
Andy Hopkins (Jul 20, 2021 10:42 MDT)

Budget Officer Approval: _____

Jul 20, 2021

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA Solutions, Inc.

Procurement Title: Amendment No. 1 to Professional Services Agreement Item #19-0127

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 07/08/2021

Department Rep Printed Name (attesting that all information included) Title Date
Fran D'Amico Chief Procurement Officer Jul 20, 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.











GB PW - WSP INC (Amendment #1)

Final Audit Report

2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvejtM4V/Mp8vSkxCOF3myXOUwxj8RjKM

"GB PW - WSP INC (Amendment #1)" History

-  Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:33:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-20 - 2:59:28 PM GMT
-  Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:59:31 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-20 - 4:28:50 PM GMT
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-20 - 4:42:22 PM GMT - Time Source: server
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-07-20 - 4:42:26 PM GMT
-  Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 4:42:46 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:14:09 AM GMT
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:16:13 AM GMT - Time Source: server
-  Agreement completed.
2021-07-21 - 3:16:13 AM GMT



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

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 2440 LOUISIANA BLVD STE. 400
ALBUQUERQUE, NM 87110

Owner: Meghan Soto

License Number: 230689

Issued Date: July 01, 2021

Expiration Date: July 01, 2022

CRS Number: 01195458002

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

WSP USA INC.
ONE PENN PLAZA, 4TH FLOOR
NEW YORK, NY 10119

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM	
	INSURER(S) AFFORDING COVERAGE	
INSURED WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	INSURER A : Liberty Insurance Corporation	
	INSURER B : Zurich American Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1393292247

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO983581907	4/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-030	4/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC014438604	4/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-62D-094060-010	4/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.
 RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.
 City of Santa Fe is an Additional Insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional insured, as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Avenue P.O. Box 909 Santa Fe NM 87504-0909 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

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

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


PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team	
	PHONE (A/C. No. Ext): 212-981-2485	FAX (A/C. No.): 212-994-7074
E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : QBE Specialty Insurance Company		11515
INSURED WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2085139010 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2020	10/31/2021	Per Claim/Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Avenue P.O. Box 909 Santa Fe NM 87504-0909 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

DEPARTMENT / DIVISION NAME				DATE	
Public Works/ Engineering - Roadway & Trails				07/22/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
WIP Design	3309980	572960	EN193300D	250000	
Capital Transfer Out to Streets / Roads CIP	2320471	760330		250000	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
Capital Transfer In from Roads Impact Fees	3309980	660232		-250000	

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

\$ - \$ -

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
232	-250000
TOTAL:	0

Prepared By Romella Glorioso-Moss	Date 07/08/21	<small>{Use this form for Finance Committee/ City Council agenda items ONLY}</small>	 <small>Andy Hopkins (Jul 22, 2021 15:08 MDT)</small>
Division Director Signature <i>{optional}</i>  <small>Regina Wheeler (Jul 22, 2021 15:02 MDT)</small>	Date	CITY COUNCIL APPROVAL	Budget Officer N/A
Department Director Signature	Date	<small>City Council Approval Date</small> <input style="width: 100px; height: 20px;" type="text"/> <small>Agenda Item #:</small> <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>{≤ \$5,000}</i> N/A
			City Manager <i>{≤ \$60,000}</i>



City of Santa Fe New Mexico

Memorandum



Date: May 4, 2021

To: Capital Improvement Advisory Committee (CIAC)

Via: Carlos Gemora, Senior Planner, Land Use Department
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Engineering Division Director

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator *RGM*

RE: CIP #876B - Arroyo De Los Chamisos Crossing

ITEM AND ISSUE:

Request for Approval to Allocate Additional Roads Impact Fees Funds up to \$250,000 to Complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

BACKGROUND AND SUMMARY:

Based on Resolution 2018-60 (Exhibit A) the CIAC has approved the use \$250,000 from Road Impact Fees Fund to retain the professional services of Louis Berger/WSP Consultants to conduct Phase 1 A & B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT's process. In this context, the location study refers to the evaluation of three alternative alignments to provide the City with a preferred alignment to cross the Arroyo. A proper crossing of the Arroyo De Los Chamisos has always been a deterrent for connecting the north and south ends of Richards Avenue which is the "principal gateway" to the Santa Fe Community College District.

The NMDOT Location Study Procedures (2015) is typically divided into 4 phases as follows:

- Phase A – Initial Evaluation of Alternatives
- Phase B – Detailed Evaluation of Alternatives
- Phase C – Environmental Documentation
- Phase D – Preliminary Design

WSP Consultants has completed Phase 1A – Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented to the public three alternatives for developing the Crossing. The majority of the 153 community members who attended the ENN meeting supported Alternative B to move forward to Phase 1B – Detailed Evaluation of Alternatives. Alternative B as shown on Figure 1 below proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized

Fig. 1



intersection. The emergency access road across the Arroyo De Los Chamisos for Santa Fe Fire Station 7 would be replaced by the new all-weather crossing.

At the ENN meeting, the Public requested the following to be considered during Phase 1B study:

- More in-depth analysis of traffic data and travel patterns, with the collection of more comprehensive traffic counts within and beyond the study area.
 - Consideration of how to integrate bicycle and pedestrian facilities into the roadway design.
 - Further coordination with impacted neighborhoods to preserve landscape character.
- Special consideration for the natural resources that may be impacted.

Staff and Consultants agreed to the above requests as necessary resulting to amending the Scope of Work (SOW), attached as Exhibit B. These additional studies added \$162,738 including 8.437% NMGR (Exhibit C). However, due to so much uncertainty due to the COVID 19 pandemic especially on adjustments needed to be done on public engagement, Staff is requesting up to \$250,000 additional funding allocation to complete Phase 1B – Detailed Analysis of Alternative B.

As shown in Exhibit D, Phase 1B is scheduled to be completed in December 2021. The Preliminary and Final Design is anticipated to begin in Jan/Feb 2022. Staff has applied funding for design plan through construction for \$5M from two funding sources: NM Surface Transportation Block Grant (applied in December 2020); and to US Congress Transportation Infrastructure Committee through the Office of Congresswoman Theresa Leger-Fernandez NM-03 (applied in April 2021). Staff expects application results from these two funding sources in May/June 2021.

ACTION REQUESTED:

To approve the use of up to \$250,000 of Road Impact Fees Fund to complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

ATTACHMENTS:

- Exhibit A – Resolution 2018-60
- Exhibit B – Amended Scope of Work
- Exhibit C – Amended Project Cost Estimate
- Exhibit D – Proposed Schedule

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-60

INTRODUCED BY:

Councilor Mike Harris

Councilor JoAnne Vigil Coppler

A RESOLUTION

AMENDING TABLE 80 OF THE CITY OF SANTA FE IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2020 REGARDING PLANNED MAJOR ROAD IMPROVEMENTS AND ADDING "ARROYO DE LOS CHAMISOS CROSSING" AS AN ELIGIBLE PROJECT TO THE PLANNED MAJOR ROAD IMPROVEMENTS 2014-2020 LIST OF THE IFCIP 2020.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the *Impact Fee Capital Improvements Plan 2020* (the "IFCIP 2020") for the city of Santa Fe; and

WHEREAS, Appendix G: "Capital Facility Plans" of the *IFCIP 2020* included Table 80, "*Planned Major Road Improvements, 2014-2020*", that specified roads to be improved and eligible to receive roadway impact fee funds; and

WHEREAS, the City of Santa Fe is experiencing significant growth along Richards Avenue south of Rodeo Road; and

WHEREAS, the City has received 169 petition signatures in support of an extension crossing

1 Arroyo Chamiso linking the north and south sections of Richards Avenue; and

2 **WHEREAS**, the City has identified the need for additional capital improvements,
3 specifically an extension of Richards Avenue from its current southern terminus at Rodeo Road, north
4 across the Arroyo Chamiso to Cerrillos Road; and

5 **WHEREAS**, the City deems the extension of Richards Avenue via the connection at Arroyo
6 Chamiso of the north and south sections an important capital improvement vital to alleviating traffic
7 flow through adjacent neighborhood roads including Zafarano, Avenida de Las Campanas, Camino
8 Carlos Rey, Zia, and Governor Miles.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
10 **CITY OF SANTA FE** that Appendix G, Table 80, "*Planned Major Road Improvements 2014-2020*"
11 of the *IFCIP 2020* is amended to include the following under "Project Name", "Location" and "Cost
12 Estimate":

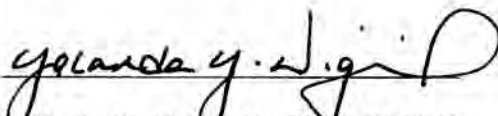
<u>Project Name</u>	<u>Location</u>	<u>Cost Estimate</u>
Arroyo de Los Chamisos Crossing	Richards Ave. and Rodeo Road north to Cerrillos Rd.	\$3,811,000.00

16 PASSED, APPROVED, and ADOPTED this 26th day of September, 2018.

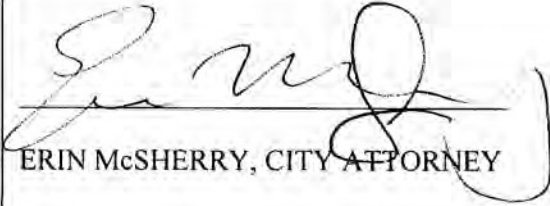
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20 ALAN M. WEBBER, MAYOR

21 ATTEST:

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23 
24 YOLANDA Y. VIGIL, CITY CLERK

1 APPROVED AS TO FORM:

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4 ERIN McSHERRY, CITY ATTORNEY

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request 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 increase compensation by a sum not to exceed one hundred fifty thousand, seventy-five dollars and three cents (\$150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)

1) Request Approval of Budget Amendment Resolution (BAR) in the Amount of \$250,000 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 – 09/20/2021
 Public Works & Utilities Committee – 09/27/2021
 Governing Body – 09/29/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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



City of Santa Fe New Mexico

Memorandum



Date: August 19, 2021

To: Governing Body

Via: *Regina Wheeler*
Regina Wheeler (Aug 23, 2021 09:20 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, PW Project Administrator, Senior

RE: Budget Adjustment Request (BAR)

ITEM AND ACTION: Request for Approval of Budget Adjustment Request (BAR) in the amount of \$850,000 to construct CIP# 842B Camino Entrada Roundabout.

BACKGROUND AND SUMMARY:

On January 26, 2021, the Capital Improvement Advisory Committee (CIAC) approved the use of Road Impact Fees in the amount of \$850,000 to supplement the construction funding for CIP# 842B Camino Entrada Roundabout Project.

The Final Engineering Design for the construction of a roundabout at the intersection of (East-West)/Camino Entrada (North-South) was completed and accepted for construction in June 2021. The purpose of this project is to safely accommodate the increased vehicle and pedestrian traffic associated with the new Southside Transit Center and Police Department's Professional Standards and Records Facility. Roadway improvements include the construction of a roundabout, ADA compliant sidewalks, lighting, bicycle lanes and storm water drainage.

Public Works Department wishes to move forward with construction in September/October, thus requesting approval of this BAR into project ledger BUS185400E Camino Entrada Roundabout.

ATTACHMENTS:

CIAC Minutes 01/26/2021
BAR

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

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

DEPARTMENT / DIVISION NAME				DATE	
Public Works - Engineering Division / Roadway & Trails				08/26/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <i>positive</i> #}	{enter as <i>negative</i> #}
WIP Construction	5400499	572970	BUS185400E	850000	
Capital Transfer Out to Transit CIP	2320471	760540		850000	
<u>REVENUES</u>				{enter as <i>negative</i> #}	{enter as <i>positive</i> #}
Capital Transfer In from Transit CIP	5400499	660232		(850000)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo To reallocate road impact fees to WIP construction for CIP 842B - Camino Entrada Roundabout as approved at CIAC on 01/26/2021				\$	- \$

Fund Balance	
Fund(s) Affected	Increase/(Decrease)
232	-850,000
TOTAL:	0

Romella Glorioso-Moss	08/18/21	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andy Hopkins	
Prepared By {print name}	Date		Budget Officer	Date
Division Director Signature {optional}	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input type="text"/> Agenda Item #: <input type="text"/>	Finance Director {≤ \$5,000}	Date
<u>Regina Wheeler</u>	Sep 8, 2021		City Manager {≤ \$60,000}	Date
Department Director Signature	Date			

**SUMMARY OF ACTION
THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
PLEDGE OF ALLEGIANCE	GIVEN	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2

ACTION ITEMS

REQUEST APPROVAL OF UP TO \$250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).	APPROVED	2
REQUEST APPROVAL FOR THE USE OF UP TO \$750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.	APPROVED	2-3
REQUEST APPROVAL FOR UP TO \$54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.	APPROVED	3

REQUEST APPROVAL FOR UP TO \$546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO \$500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO \$336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO \$200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.

APPROVED

3-4

REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF \$500,000 TO A MAXIMUM ESTIMATED COST OF \$1,000,000.

APPROVED

4-5

REQUEST APPROVAL OF UP TO \$850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

APPROVED

5

STAFF COMMUNICATIONS

UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

INFORMATION/DISCUSSION

5

FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.	INFORMATION/DISCUSSION	5-6
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MATTERS FROM THE FLOOR	INFORMATION/DISCUSSION	6-7
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MATTERS FROM THE COMMISSION

MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS	INFORMATION/DISCUSSION	7-8
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ELECTION OF AN INTERIM CHAIR AND VICE CHAIR	POSTPONED	8
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ADJOURN	ADJOURNED	8
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**THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY**

1. CALL TO ORDER

The meeting of the Capital Improvements Advisory Committee, attended virtually, was called to order by Chair John Hiatt at 1:30 pm, Tuesday, January 26, 2021.

ROLL CALL

MEMBERS PRESENT

John B. Hiatt, Chair
Brian Lewis
Issac Pino
Kim Shanahan
Marshall Thompson
(3 vacancies)

MEMBERS ABSENT

OTHERS PRESENT

Noah Berke, Land Use Department
Carlos Gemora, Land Use Department
Melessia McDonald, Public Works Department/Parks Department
Sally Perez, Assistant City Attorney
Regina Wheeler, Director, Public Works Department
Romella Glorioso-Moss, Public Works Department
John Munoz, City of Santa Fe
Pauline Kamiyama, Director, Arts and Culture Department
Elizabeth Martin, Stenographer

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

MOTION A motion was made by Mr. Lewis, seconded by Mr. Shanahan, to approve

the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

**4. APPROVAL OF MINUTES
NOVEMBER 17, 2020**

MOTION A motion was made by Mr. Pino, seconded by Mr. Lewis, to approve the minutes of November 17, 2020 as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

5. ACTION ITEMS

A. REQUEST APPROVAL OF UP TO \$250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).

Ms. McDonald reviewed the packet information.

MOTION A motion was made by Mr. Marshall, seconded by Mr. Lewis, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

B. REQUEST APPROVAL FOR THE USE OF UP TO \$750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.

Ms. Wheeler stated that as described in the packet, this intersection is near the new County Courthouse. This request adds pedestrian facilities.

Mr. Pino asked if it will effect the City offices and the VFW.

Ms. Wheeler said no, a right of way acquisition is required.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to

approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

C. REQUEST APPROVAL FOR UP TO \$54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.

Ms. Wheeler clarified that the \$54,000 would be used as matching funds for funding received from NMDOT.

MOTION A motion was made by Mr. Pino, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

D. REQUEST APPROVAL FOR UP TO \$546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO \$500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO \$336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO \$200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.

Ms. Wheeler said this intersection is in need of improvements for traffic flow and safety. We have negotiated with the developer and they will install the improvements.

Mr. Gemora said CIAC already approved \$500,000. The cost is a bit more now and we are asking for \$536,814 rather than the original \$500,000. The number is incorrect on the agenda. The correct number is \$536,814.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to approve the request.

DISCUSSION Mr. Shanahan asked about the waiver of fees as part of the

agreement.

Ms. Paez said it is a credit. We have the draft impact fee agreement in the packet. It requires Council approval.

Mr. Shanahan said this has been done before in the Las Soleras project.

Ms. Paez explained that this is not as complicated as Las Soleras was. We have the development plan and know the assessments. We think we have adequate protection in the project.

Mr. Berke said this development is outside of the Las Soleras area. They will be credited the amount of the engineer's estimate.

Mr. Shanahan said he wanted to make sure we all know to keep an eye on this. In the past we got a spreadsheet with addresses, owners names and the amount of impact fees paid. He would like to see that again.

Chair Hiatt asked Mr. Gemora and Mr. Berke to look into if that spreadsheet could be reinstated. It is not on the agenda to explore.

VOTE The motion passed by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

E. REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF \$500,000 TO A MAXIMUM ESTIMATED COST OF \$1,000,000.

Mr. Gemora said we have a memo in the packet regarding the additional funds. The maximum allowed in the plan not is \$500,000. They are looking at around \$850,000. We are asking to go back and amend the amount to \$1 million as the maximum eligible expense. Item F requests the \$850,000.

Ms. Wheeler explained that the memo in the packet talks about a roundabout. That was selected as the best and safest approach to go with.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

F. REQUEST APPROVAL OF UP TO \$850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

Mr. Gemora said the estimate is \$842,000. We are asking for up to \$850,000 to be allocated and used as the maximum expenditure in the IFCIP.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approved the request.

VOTE The motion passed by roll call vote as follows;

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

6. STAFF COMMUNICATIONS

A. UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

Mr. Gemora announced that the Governing Body had approved the IFCIP for 2021-2027. He has sent the final approved Plan to the Committee. It is required by the State to pass another Plan in five years to review and make sure we are on track.

Chair Hiatt thanked Mr. Gemora for all his work.

Mr. Shanahan stated the Council votes on a Bond every two years. Going forward when will the Council consider a Bond request and for how much.

Mr. Berke said that is unrelated to this issue. We will be discussing that issue when we move to Matters From The Floor.

Chair Hiatt thanked Mr. Berke.

B. FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.

Mr. Gemora reported that he did receive the Q1 data for FY 20-21 from the Finance Department. It sounded like it may be difficult to get continued information from them. They are quite constrained. We may have to use other avenues to get the information we need.

Chair Hiatt said we have the 3% administration fee fund. Would that be helpful

in your efforts to get the information.

Mr. Gemora said Director Issacson has a plan to use that in the next fiscal year.

Mr. Shanahan said this is outrageous. Supposedly we are better at this stuff than we were four years ago. The thought that they cannot produce quarterly collections is truly insane.

Chair Hiatt stated that he agreed that it is outrageous. He is concerned as well. You are not sure Eli is going to authorize the spending of the administrative funds to help staff get what we need.

Mr. Marshall agreed.

Mr. Shanahan said it may not be an issue of money.

Chair Hiatt said the Committee could do a letter to Eli. Carlos could work on it with the Chair.

Mr. Gemora said he did not want to speculate.

Mr. Berke informed the Committee that Carlos is working extensively on this. He will put it in writing and give it to those making the decision.

Chair Hiatt said we will take that under advisement.

Mr. Pino said having fired two Finance Directors during his time he is wondering why we are having such a difficult time with Finance that is causing everyone to have to work around them. It is time to deal with the problem.

Mr. Lewis commented that this is very frustrating.

Chair Hiatt asked Mr. Gemora to call him to discuss this issue.

Mr. Gemora stated that there are is a massive amount of vacancies in Finance. They are trying to keep their head above water. It is a lot to think about. Your concern is well noted. He asks that you be sensitive to the concerns with the City.

7. MATTERS FROM THE FLOOR

Ms. Wheeler said Tierra Contenta Phase 3 and the road have been discussed. It is her understanding that they will not be considered this year. The GRT is 20% less than past years. We have two large outstanding requests. That and affordable housing.

Chair Hiatt said he is Chair of the Housing Trust. We have engaged Jennifer Jenkins to move forward with an amendment regarding Tierra Contenta. We want to renew our request to you to keep us included. We are thinking about different ways of funding. It is not over.

Mr. Shanahan asked is there to be no vote in Council on a Bond for 2022.

Ms. Wheeler responded we were confident that there would be a Bond and now we are not confident. We will watch GRT for a time. We will not make this fiscal year for a Bond.

Mr. Shanahan said the Santa Fe Housing Coalition is meeting to decide if they want to go all in with a GO Bond to be voted on. In November there is a Municipal election. That is why he is asking.

Ms. Wheeler said a GRT Bond is easier and more likely than a GO Bond. They should probably think about a later GRT Bond. A GO Bond is an increase in taxes. That is not palatable to residents.

Mr. Shanahan said he is talking specifically about the Housing Trust.

Ms. Wheeler said there was talk about a \$20 million GRT bond with affordable housing, the road, Tierra Contenta and other items. Something we could look at is a smaller Bond for affordable housing.

Chair Hiatt said a GO Bond is not likely.

Ms. Wheeler said it is not as palatable in an election year. GRT is a lot easier.

Chair Hiatt stated that he is anxious to hear continued reports on this.

8. MATTERS FROM THE COMMISSION

MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS

Chair Hiatt said he is leaving.

Mr. Gemora said his assumption was that this is the Chair's last meeting. The City will have to appoint an entire Committee.

Ms. Paez said the Chair can serve until his replacement is appointed.

Chair Hiatt said he would do that.

Mr. Shanahan said it is the Mayor and two City Councilors who need to do something. "Chair would you ask them to get off their ass and get it done."

Mr. Gemora said Ms. Alt has resigned so it is Mayor Webber, Councilor Lindell, Councilor Villarreal and Councilor Abeyta who need to make appointments.

Chair Hiatt will make those calls.

Mr. Gemora said four are returning though the reappointment process. With the Chair leaving that opens up the Councilor Garcia position.

Mr. Berke said it is a Councilor Cassutt-Sanchez or Councilor Vigil Coppler appointment.

There was a discussion about appointments and requirements.

ELECTION OF AN INTERIM CHAIR AND VICE CHAIR

Chair Hiatt suggested that this item be postponed to the next meeting.

Mr. Shanahan stated that if any members have suggestions as to new members pass them on to the Chair.

9. ADJOURN

There being no further business before the Committee the meeting adjourned at 2:55 pm.

John B. Hiatt, Chair



Elizabeth Martin, Stenographer

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Approval of Budget Amendment Resolution (BAR) in the amount of \$850,000 to construct CIP #842B Camino Entrada Roundabout (Romella Glorioso-Moss, PW Project Administrator Sr. 955-6632, rsglorioso-moss@santafenm.gov)

COMMITTEE	REVIEW:
Finance Committee:	09/20/2021
Public Works & Utilities Committee:	09/27/2021
Governing Body:	09/30/2021

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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



City of Santa Fe New Mexico

Memorandum



Date: September 7, 2021

To: Quality of Life Committee
Public Works Committee
Finance Committee
Governing Body

Via: KO
KO
Kyra Ochoa, Community Services Department Director

From: Gino Rinaldi, Division of Senior Services Director GR
GR

ITEM AND ISSUE:

A resolution adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department.

BACKGROUND AND SUMMARY:

The State-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs, so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long-Term Services Department.

Attached is the 2023-2027 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is subject to the rules and regulation of the State’s Department of Finance and Administration. It includes the top ten projects for DSS for 2023-2027. The Fiscal Impact Report, which is also attached, shows no direct impact on the City of Santa Fe operating budget.

ACTION REQUESTED:

Request for approval of a resolution to adopt the 2023-2027 Senior ICIP.

ATTACHMENTS:

Resolution, 2023-2027 Senior ICIP, FIR

Signature: Kyra Ochoa
Kyra Ochoa (Sep 9, 2021 16:30 MDT)

Email: krochoa@santafenm.gov

Signature: GR
GR (Sep 9, 2021 17:18 MDT)

Email: earinaldi@santafenm.gov

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Councilor Roman Abeyta

Councilor Chris Rivera

A RESOLUTION

ADOPTING THE 2023-2027 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (“ICIP”) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT

WHEREAS, the City of Santa Fe, New Mexico recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

WHEREAS, these capital outlay projects are for improving seniors’ access to various services and programs that the Division of Senior Services provide; and

1 **WHEREAS**, investing in Seniors capital outlay projects is essential to meet the current and
2 future demands of the growing aging population in the City of Santa Fe.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY**
4 **OF SANTA FE, NEW MEXICO** that

- 5 1. The City of Santa Fe hereby adopts the attached 2023-2027 Senior Infrastructure Capital
6 Improvements Plan for the Division of Senior Services; and
7 2. The Plan is intended to be a working document and is the first of many steps toward
8 improving rational, long-range capital planning and budgeting for New Mexico’s
9 infrastructure.

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

11 APPROVED AS TO FORM:

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13 _____

14 ERIN K. MCSHERRY, CITY ATTORNEY

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Legislation/2021/Resolutions/ICIP 2023-2027



NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

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[Projects](#)
[Help](#)
[Print Report](#)
[Edit Current Entity](#)

Agency/Local Government	Entity Code	COG District	Entity Type
Mary Ester Gonzales Senior Center	01142	2	SF
ICIP Contact	Address	1121 Alto St (Physical Address)	
Eugene Rinaldi		PO BOX 909 87504-0909 (Mailing address)	
	City, State Zip	Santa Fe, NM 87501	County Santa Fe
E-Mail Address	earinaldi@santafenm.gov		
Phone Number	505-955-4710		

Is your entity compliant with Executive Order 2013-006? <http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/> Yes
Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc.). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at MEG Senior Center has increased from previous years, it still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

**Mary Ester Gonzales Senior Center (MEG)
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total		
											Project Cost	Amount Not Yet Funded	Phases?
31793	2023	001	MEG Senior Center Roof Replacement	Facilities - Senior Facilities	36,500	700,000	0	0	0	0	736,500	700,000	No
35925	2023	002	MEG Senior Center Electrical System Upgrade	Facilities - Senior Facilities	0	250,000	0	0	0	0	250,000	250,000	No
34814	2023	003	New Senior Center	Facilities - Senior Facilities	358,865	368,865	0	6,615,000	0	0	7,342,730	6,983,865	Yes
35931	2023	004	MEG Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	235,630	0	0	0	0	235,630	235,630	No
34247	2023	005	MEG Senior Center HVAC Replacement	Equipment - Senior Center Equipment	0	140,000	0	0	0	0	140,000	140,000	No
34248	2023	006	MEG Senior Center Carpet Flooring Replacement	Facilities - Senior Facilities	0	90,000	0	0	0	0	90,000	90,000	No
31794	2023	007	MEG Senior Center Landscaping	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No

Number of projects:	7
Funded to date:	395,365
Year 1:	1,834,495
Year 2:	0
Year 3:	6,615,000
Year 4:	0
Year 5:	0
Total Project Cost:	8,844,860
Total Not Yet Funded:	8,449,495

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**31793
Project Title: MEG Senior Center Roof Replacement
Contact Name: Eugene Rinaldi **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities
Total project cost: 736,500 **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafe_nm.gov
Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Proposed project start date:** 2023 **Longitude:** -105.961254
Legislative Language: To plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe NM, in Santa Fe County.
Scope of Work: During the 2016 Legislative session, the City of Santa Fe received funding in the amount of \$36,500 which was fully executed on March 8, 2018. However, this funding would not be enough to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layers; 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and 5) ventilating roof and sealing all roof penetrations with Novalink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.
 Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For?		Amount Secured	Amt Expended to Date	Date(s) Received	Comment
		Yes	No				
ALTSD	98,000	Yes	No	36,500	0	3/8/2018	Proj begins mid Nov.
ALTSD	700,000	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
TOTALS	798,000			36,500	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	Estimated Costs Not Yet Funded				2027 Total Project Cost
			2023	2024	2025	2026	
Water Rights	N/A	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	10,000	0	0	0	10,000
Construction	No	36,500	690,000	0	0	0	726,500
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0
TOTALS		36,500	700,000	0	0	0	736,500
		Amount Not Yet Funded	700,000				

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund. If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY2023-2027

5	0	No	No	No	No	0
TOTAL	0					0

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230	
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230	

Does the project lower operating costs?

Yes No

Cost of repairing leaking, old roof over and over again is expensive.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
No	No	Santa Fe	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. ALTSD and DOH.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

Infrastructure Capital Improvement Plan FY2023-2027

If yes, please explain. Healthier older adults cost less to Medicare and Medicaid programs.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project.

All senior City residents numbering 21,041 based on 2015 US Census Bureau have the opportunity to benefit from various programs and services DSS provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**35925
Project Title: MEG Senior Center Electrical System Upgrade **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafern.nm.gov
Total project cost: 250,000 **Proposed project start date:** 2023
Project Location: 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254
Legislative Language: To plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, Santa Fe County.
Scope of Work: Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For?		Amount Secured	Amt Expended to Date	Date(s) Received	Comment
		Yes	No				
ALTS	250,000	Yes	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
	0	No	No	0	0		
TOTALS	250,000			0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded			2027 Total Project Cost
			2023	2024	2025	
Water Rights	N/A	0	0	0	0	0

Infrastructure Capital Improvement Plan FY2023-2027

Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	0	0	0	0	25,000
Construction	No	0	225,000	0	0	0	0	0	0	0	0	225,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0	0	0	0	0
TOTALS		0	250,000	0	0	0	0	0	0	0	0	250,000
Amount Not Yet Funded			250,000									

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY2023-2027

	Yes					
If no, please explain why:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
ANNUAL OPERATING BUDGET						
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Not applicable.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. County of Santa Fe
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. Every capital infrastructure project that Senior Services administrators, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

Infrastructure Capital Improvement Plan FY2023-2027

If yes, please explain and provide the number of people that will benefit from the project.

Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

If the electrical system is not upgraded, the electrical snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 003 **Priority:** High **ID:**34814
Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov
Total project cost: 7,342,730 **Proposed project start date:** 2021
Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254
Legislative Language: To plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe NM, in Santa Fe County.
Scope of Work: 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design including architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	6,983,865	Yes		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
TOTALS	6,983,865			0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded			2027 Total Project Cost
			2023	2024	2025	
Water Rights	N/A	0	0	0	0	0

Infrastructure Capital Improvement Plan FY2023-2027

Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	No	0	10,000	0	0	0	0	0	10,000
Design (Engr./Arch.)	Yes	358,865	358,865	0	0	0	0	0	717,730
Construction	No	0	0	0	0	6,615,000	0	0	6,615,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0	0
TOTALS		358,865	368,865	0	0	6,615,000	0	0	7,342,730
Amount Not Yet Funded		6,983,865							

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	368,865	Yes	Yes	No	No	No	6
2	6,615,000	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	6,983,865						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why: <small>(This is a proposed new facility.)</small>						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

No

**If yes, please explain and provide estimates of operating savings
Entities who will assume the following responsibilities for this project:**

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
No	No		No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
If yes, please list the other entity. ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
If yes, please explain. If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

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(g) Does the project benefit all citizens within a recognized region, district or political subdivision?

Yes

If yes, please explain and provide the number of people that will benefit from the project.

The project would potentially benefit 21,401 seniors residing in Santa Fe City based on 2015 US Census.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable local, state and federal laws and regulations.

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ICIP Capital Project Description

Year/Rank 2023 004 **Priority:** High **ID:**35931
Project Title: MEG Senior Center Meals Equipment **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafern.nm.gov
Total project cost: 235,630 **Proposed project start date:** 2023 **Longitude:** -105.961254
Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592
Legislative Language: To plan, design, purchase and install a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and salad bar for Mary Esther Gonzales Senior Center Cafeteria in City of Santa Fe NM, in Santa Fe County.
Scope of Work: 1) Plan and design a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and a salad bar that is ADA accessible; 2) solicit 3 bids; 3) purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc. Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	235,630	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	235,630			0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	2023	2024	2025	2026	2027
Completed					
Funded to Date					
Estimated Costs Not Yet Funded					
Total Project Cost					

N/A

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Water Rights		0	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	235,630	0	0	0	0	0	235,630
TOTALS		0	235,630	0	0	0	0	0	235,630
Amount Not Yet Funded		235,630							

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (W/tr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

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Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230	
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230	

Does the project lower operating costs?

Yes

The current steam table and salad bar are falling apart and costing too much money to repair.

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than \$1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

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If yes, please explain and provide the number of people that will benefit from the project.

Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of working age.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 005 **Priority:** High **ID:**34247
Project Title: MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov
Total project cost: 140,000 **Proposed project start date:** 2023
Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254
Legislative Language: To purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, in Santa Fe County.
Scope of Work: Purchase, replace, equip and install four (5) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTS	210,000	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
TOTALS	210,000			0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded			2027 Total Project Cost
			2023	2024	2025	
Water Rights	N/A	0	0	0	0	0

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Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	140,000	0	0	0	0	0	0	140,000
TOTALS		0	140,000	0	0	0	0	0	0	140,000
Amount Not Yet Funded										140,000

PHASING BUDGET										
Can this project be phased? No										
Phasing: Stand Alone: No Multi-Phased: No										
A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.										
A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.										
If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.										
Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete			
1	0	No	No	No	No	No	0			
2	0	No	No	No	No	No	0			
3	0	No	No	No	No	No	0			
4	0	No	No	No	No	No	0			
5	0	No	No	No	No	No	0			
TOTAL	0						0			

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Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET						
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD as we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

Infrastructure Capital Improvement Plan FY2023-2027

or stop working.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?
If yes, please explain and provide the number of people that will benefit from the project.**

Yes

The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

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ICIP Capital Project Description

Year/Rank 2023 006 **Priority:** High **ID:**34248
Project Title: MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov
Total project cost: 90,000 **Proposed project start date:** 2023
Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347
Legislative Language: To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe NM, in Santa Fe County.
Scope of Work: Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	90,000	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
	0	No		0		
TOTALS	90,000			0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
			Estimated Costs Not Yet Funded				

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Water Rights	N/A	0	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0
Construction	No	0	90,000	0	0	0	0	0	90,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0	0
TOTALS		0	90,000	0	0	0	0	0	90,000
Amount Not Yet Funded									90,000

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

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Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings Maintenance costs would be much less.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This project is completed as soon as the carpeting is replaced.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Department of Finance, Shirley Coca-Barcia (Financial Analyst)

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County of Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?

Yes

If yes, please explain and provide the number of people that will benefit from the project. The project could potentially benefit 21,401 senior citizens residing within the City of

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Santa Fe ba

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) A 2013 study on fall injuries in adults associated with rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets.

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ICIP Capital Project Description

Year/Rank 2023 007 **Priority:** High **ID:** 31794
Project Title: MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities
Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov
Total project cost: 50,000 **Proposed project start date:** 2022
Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254
Legislative Language: To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe NM, in Santa Fe County.
Scope of Work: 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Applied For?		Amount Secured	Amt Expended to Date	Date(s) Received	Comment
	Yes or No	Yes or No				
ALTSB	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	2023	2024	2025	2026	2027
Completed					
Funded to Date					
Estimated Costs Not Yet Funded					
Total Project Cost					

N/A

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Water Rights		0	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	No	0	6,750	0	0	0	0	0	6,750
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0
Construction	No	0	43,250	0	0	0	0	0	43,250
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0	0
TOTALS		0	50,000	0	0	0	0	0	50,000
Amount Not Yet Funded		50,000							

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET						
Annual Operating Expenses plus Debt Service	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs?

No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
No	No	Santa Fe	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Parks and Recreation,

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

Infrastructure Capital Improvement Plan FY2023-2027

If yes, please explain and provide the number of people that will benefit from the project.

Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)



NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

[Home](#)
[Entity Profile](#)
[Projects](#)
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[Edit Current Entity](#)

Agency/Local Government	Entity Code	COG District	Entity Type	
Pasatiempo Senior Center	01144	2	SF	
ICIP Contact	Address	664 Alta Vista Street		
Gino Rinaldi	City, State Zip	Santa Fe, NM 87505	County	Santa Fe
E-Mail Address	earinaldi@santafenm.gov			
Phone Number	505-955-4710			

Is your entity compliant with Executive Order 2013-006? <http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/> Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

**Pasatiempo Senior Center
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost		Phases?
											Cost	Amount Not Yet Funded	
38771	2023	001	Pasatiempo Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	65,805.297	0	0	0	0	65,805.297	65,805.297	No

Number of projects: 1
Funded to date: 0 **Year 1:** 65,805.297 **Year 2:** 0 **Year 3:** 0 **Year 4:** 0 **Year 5:** 0 **Total Project Cost:** 65,805.297 **Total Not Yet Funded:** 65,805.297

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38771
Project Title: Pasatiempo Senior Center Meals Equipment **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Gino Rinaldi **Class:** New **Contact E-mail:** earinaldi@santafenm.gov
Total project cost: 65,805.297 **Contact Phone:** 505-955-4710 **Proposed project start date:** 2023
Project Location: 664 Alta Vista Santa Fe NM 87505 **Longitude:**
Legislative Language: To plan, design, purchase, and install one dishwasher and one convection oven (double decked with 2 quick disconnect with restraining devices) in City of Santa Fe NM, in Santa Fe County.
Scope of Work: 1) Plan and design location of dishwasher and convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTS	65,805.297	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	65,805.297		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded			Total Project Cost
			2023	2024	2025	
Water Rights	N/A	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0

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Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	65,805.297	0	0	0	0	0	65,805.297
TOTALS		0	65,805.297	0	0	0	0	0	65,805.297
Amount Not Yet Funded 65,805.297									

PHASING BUDGET

Can this project be phased? No Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phase approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

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Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings Entities who will assume the following responsibilities for this project:

The current dishwasher and convection oven is at the end of its life cycle and will cost too much money to repair.

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe					
Yes	Yes		Yes	Yes	Yes

Lease/operating agreement in place?

More detailed information on project.

- (a) **How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years
- (b) **Has the project had public input and buy-in?** Yes
- (c) **Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes
- (d) **Regionalism - Does the project directly benefit an entity other than itself?** Yes
 If yes, please list the other entity. NMAAA, ALTSD.
- (e) **Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes
 Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.
- (f) **Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes
 If yes, please explain. The items will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than \$1M.
- (g) **Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes
 If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than any

Infrastructure Capital Improvement Plan FY2023-2027

other age group. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) Without the new equipment we would not be able to serve at this meal site. Approx. 76 seniors who are unable to drive or travel outside of their homes are served at this meal site.

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ICIP for Luisa Senior Center c/o Esther Reyes

Contact: Gino Rinaldi
1520 Luisa, Apt 1
Santa Fe, NM 87505
Telephone No.: 505-995-4710
Email Address: earinaldi@santafenm.gov

County: Santa Fe

Entity Type: SF

Procurement Officer Name: Frances Dunaway
Telephone No.: 505-955-6432
Email Address: fadunaway@santafenm.gov

Financial Officer Name: Mary McCoy
Telephone No.: 505-955-6171
Email Address: mtmccoy@santafenm.gov

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Infrastructure Capital Improvement Plan FY 2023-2027

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

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**Luisa Senior Center c/o Esther Reyes
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost		Phases?
											Cost	Amount Not Yet Funded	
38774	2023	001	Luisa Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	19,207.1	0	0	0	0	19,207.1	19,207.1	No

Number of projects:	1
Funded to date:	0
Grand Totals	0

Year 1:	19,207.1	Year 2:	0	Year 3:	0	Year 4:	0	Year 5:	0	Total Project Cost:	19,207.1	Total Not Yet Funded:	19,207.1
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Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38774
Project Title: Luisa Senior Center Meals Equipment **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafem.gov
Total project cost: 0 **Proposed project start date:** **Longitude:**
Project Location: 1500 Luisa Street Santa Fe NM 87505 **Latitude:**
Legislative Language: To plan, design, purchase, and install one gas convection oven for the Luisa Senior Center kitchen in City of Santa Fe NM, in Santa Fe County.
Scope of Work: 1) Plan and design the location of convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	19,207.1	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	19,207.1			0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded			Total Project Cost
			2023	2024	2025	
Water Rights	N/A	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0

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Acquisition	N/A	0	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	19,207.1	0	0	0	0	0	19,207.1
TOTALS		0	19,207.1	0	0	0	0	0	19,207.1
Amount Not Yet Funded									19,207.1

PHASING BUDGET

Can this project be phased? No Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (W/tr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes
If no, please explain why:					
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Annual Operating Expenses plus Debt Service	308,046	3,808,046	3,808,046	3,808,046	3,808,046
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
City of Santa Fe					
Yes	Yes		Yes	Yes	Yes

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. NMAAA, ALTSD
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain. The item will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than \$1M.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than other

Infrastructure Capital Improvement Plan FY2023-2027

age groups. Healthy seniors have more money to spend which in turn benefits all working age groups. Yes

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.) Without the new equipment we would not be able to serve at this meal site. Approximately 116 seniors who are unable to drive or travel outside of their homes are served at this meal site.

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Senior Services ICIP 2023-2027

Sponsor(s): Councilor Roman "Tiger" Abeyta, Councilor Chris Rivera

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid Date: 8/31/2021 Phone: 505-955-4744

Reviewed by City Attorney:  Date: Sep 13, 2021

Reviewed by Finance Director:  Date: Sep 15, 2021

Summary:

The purpose of the resolution is to adopt the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services.

Departments Affected:

Community Health and Safety Department

Consequences of Not Enacting Legislation:

The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

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

N/A

Performance and Administrative Implications:

The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Fiscal Implications:

N/A

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

**ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021**

ISSUE NO. 7q

CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (“ICIP”) for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710)

Committee Review:

Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

CONSIDERATION OF RESOLUTION 2021-__ : (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
 A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (“ICIP”) for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santfenm.gov, 505-955-4710)

Committee Review:
 Introduced: 09/08/21
 Quality of Life: 09/15/21
 Finance Committee: 09/20/21
 Public Works and Utilities Committee: 09/27/21
 Governing Body: 09/29/21

FINANCE COMMITTEE ACTION: Approved on Consent			
FUNDING SOURCE:			
SPECIAL CONDITIONS OR AMENDMENTS			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

01/13/21

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

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

DEPARTMENT / DIVISION NAME					DATE	
Finance / Payroll					9/17/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Payroll Office / Compliance Services	1001675	510250		700,000		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	

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

BAR to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. Funding is provided from General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates. See attached memo.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100</td> <td style="text-align: center;">(700,000)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: center;">(700,000)</td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	100	(700,000)					TOTAL:	(700,000)
Fund(s) Affected	Fund Balance Increase/(Decrease)										
100	(700,000)										
TOTAL:	(700,000)										

Andy Hopkins Prepared By <i>{print name}</i>	9/17/2021 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Alexis Lotero <small>Alexis Lotero (Sep 20, 2021 16:34 MDT)</small> Budget Officer
Division Director Signature <i>{optional}</i> <i>Mary McRay</i>	Date	CITY COUNCIL APPROVAL City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	N/A Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	N/A City Manager {≤ \$60,000}



MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
FROM: Mary McCoy, Finance Director
RE: Budget Adjustment for the Settlement Agreement with AFSCME
DATE: 09/15/2021

ITEM AND ISSUE:

Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars (\$700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

BACKGROUND AND SUMMARY:

The \$700 thousand budget adjustment is necessary to establish sufficient budget to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. The funding source will be the general fund.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Payroll Office/1001675

Munis Object Name/Number: Compliance Services/ 510250

ACTION REQUESTED:

We respectfully requests your review and approval.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/20/21
FOR CITY COUNCIL MEETING OF 09/29/21

Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars (\$700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

COMMITTEE REVIEW:

Finance Committee – 9/20/2021
 Public Works and Utilities Committee – 9/27/2021
 Governing Body – 9/29/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21



City of Santa Fe, New Mexico

Memorandum



DATE: August 31, 2021

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director *RW*
RW (Sep 16, 2021 10:04 MDT)

FROM: Sam Burnett, Facilities Division Director *J. Samuel Burnett*
Samuel Burnett (Sep 4, 2021 07:15 MDT)

ITEM AND ISSUE:

Request for the Approval of Amendment #2 to Professional Service Agreement 19-0748 increasing compensation in the Amount of \$1,000,000.00 to a total amount of \$2,000,000.00 plus NMGRT for Professional Design Services; Wilson & Company, Inc.; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Works Department requests approval of Amendment #2 to Agreement #19-0748, which is an On-Call Professional Services Agreement with Wilson & Company, Inc. These on-call services include: Architecture, Engineering, Surveying and Commissioning. This Agreement is used throughout the Public Works Department for projects in the Engineering Division, Streets Division, and Facilities Division to address project development and emergency repair needs for a variety of City facilities, properties, roadways, arroyos, open space, parks improvements, renovations, and repairs.

Request for Proposals 19/41/P was advertised on May 13, 2019 for On-Call Professional Design Services. Wilson and Company submitted one of ten proposals that were received on June 10, 2019 and became one of six firms selected.

The Public Works Department has utilized this type of on call design contracts over the past 12 years for various public works projects and repairs that have involved improvements such as facility design and rehabilitation, roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from \$1,000 to \$500,000. This has been an effective way to address smaller projects and emergency needs for the City.

Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these agreements does not constitute a promise to purchase any amount of said work.

The total compensation available for use via this On-Call Agreement is currently exhausted. Staff is requesting an increase in the amount of \$1,000,000.00, from \$1,000,000.00 to \$2,000,000.00 in total. This will allow the Public Works Department to continue to quickly address engineering and architectural needs as they arise.

PROCUREMENT METHOD:

The procurement method was RFP 19/41/P.

FUNDING SOURCE:

Fund Name/Number: Various

**CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 19-0748**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated September 11, 2019, (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on-call task order Design Professional Services for the City of Santa Fe.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million dollars (\$1,000,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 2, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed two million dollars (\$2,000,000.00), excluding applicable gross receipts taxes in the total term of this agreement. The New Mexico Gross Receipts tax levied on the amounts payable under this Agreement totaling (\$168,750.00) shall be paid by the

City to the Contractor. The total amount payable to the Contractor under this Agreement, including Gross Receipts Tax, shall not exceed (\$2,168,750.00). This amount is a maximum and not a guarantee that the work assigned to be performed by the contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. Article 3 of the Agreement is amended, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **September 18, 2023**, 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.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 1, 2021 13:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

CONTRACTOR:
WILSON & CO.

Michael J. Wright
NAME: Michael J. Wright, RA
TITLE: Associate Vice President

DATE: September 2, 2021

CRS# 02-357658-008
Registration # 19-00123166

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0748**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 20, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on call design for improvement projects under the purview of the PW Dept, Engineering Div..

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 1, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$500,000.00 (excluding NMGRT) So that Article 2, paragraph A reads in it's entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed one million dollars and no cents (\$1,000,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$84,375) 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 (\$1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation

when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
WILSON & COMPANY



ALAN WEBBER, MAYOR

NAME: Mario Juarez-Infante PE

DATE: _____

Mario Juarez-Infante

TITLE: Vice President

DATE: 10/21/2020

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 15, 2020 15:39 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org.#

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 Wilson & Company, 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 on-call task order Design Professional Services for the City in accordance with attached Request for Proposals (Exhibit A) and Unit Rate Schedules (Exhibit B) by Wilson & Company, Inc., and as stipulated herein, including, but not limited to surveying, design, approvals, permitting, bidding and construction administration of City of Santa Fe improvement projects under the purview of the Public Works Department, Engineering Division.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed five hundred thousand dollars and no cents (\$500,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$42,187.50) 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 (\$542,187.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty 30 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate four years from signature of the City unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 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. Merger.

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

15. Penalties for violation of law.

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

penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

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

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

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

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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:
City of Santa Fe
Public Works Department -Engineering Division
PO Box 909
Santa Fe NM 87504-0909

To the Contractor:
Wilson & Company
PO Box 94000
Albuquerque, NM 87199-4000
www.wilsonco.com , tyler.ashton@wilsonco.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.


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

CITY OF SANTA FE:


ALAN M. WEBBER, MAYOR

DATE: 9/18/19

CONTRACTOR:


VICE PRESIDENT
Name and Title

DATE: 9.20.19

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 9-17-19

APPROVED AS TO FORM:

EMM 7/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

vanes
Org Number / Line Item

EXHIBIT A SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The City of Santa Fe's Public Works Department/Engineering Division requires an on call professional design services for addressing unanticipated project development needs for transportation, infrastructure, stormwater facilities, and river and watershed drainage improvement projects. Such needs may include, but are not be limited to, engineering analysis and design for location study activities; preparation of preliminary and final plans, specifications, estimates and bid documents for construction; and construction engineering and management services for a variety of new construction, reconstruction or rehabilitation projects.

Project improvements may require roadway, traffic, structural, geotechnical and drainage engineering analysis and design including related environmental, surveying, right-of-way, and subsurface utility engineering and landscape design efforts. Tasks may include the following:

1. Roadway Design
 - Horizontal/Vertical Alignment
 - Grading Plans & Earthwork Computations
 - Typical Sections & Cross Sections
 - Pavement Design
 - ADA Improvements
 - Traffic Calming Improvements
2. Traffic Analysis and Design
 - Traffic Studies (i.e. roadway/intersection capacity analysis, warrant studies, gap analysis, speed studies, traffic counts, accident studies, etc.).
 - Geometric Improvements
 - Permanent Signing & Striping Plans
 - Roadway Lighting & Signalization Plans
 - Signal Synchronization, Interconnect & Timing Plans
 - Traffic Control Plans
3. Structural/Geotechnical Analysis and Design
 - Geotechnical Investigations
 - Bridge, Foundation and Retaining Wall Analysis & Design
4. Drainage Analysis and Design
 - Hydraulic/Hydrological/Scour Analysis
 - Floodplain Management Evaluation (in accordance w/FEMA requirements)
 - Section 401/404 & NOI Applications/Permits
 - Erosion & Sediment Control Plans
 - Water Quality Investigation and Analysis
 - Storm Drainage & Erosion Control Improvements (i.e. culverts, drop inlets, manholes, flow control structures, grade control structures, etc.)

The Consultant shall be required to provide on call design services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written project assignment to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules *may* be compiled on a City of Santa Fe Work-Hour Schedule Form (see Exhibit A as an example) while cost summaries *shall* be compiled on a City of Santa Fe Cost Summary Form attached as Exhibit B. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) may be awarded for the on call professional design services described herein.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Prime Design Professional shall include, but is not limited to, the following professionals and services:

- a. Professional Engineers
- b. Landscape Architects
- c. Architects
- d. Professional Surveyors
- e. Environmental Specialists
- f. Geotechnical Services
- g. Archeological Services
- h. Materials and Systems Testing Services
- i. Hazardous Materials Testing and Abatement Services
- j. Specialty Design Services (irrigation)

The Design Professional shall not subcontract any portion of services to be performed under the Professional Services Agreement without the prior written approval from the City.

The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental clearance requirements and ability to work with the public in project development.

Consultants will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those

of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT) Design Manual, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and American with Disabilities Act Accessibility Guidelines (ADAAG).

Proposals should address the Consultant's strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. *Errors and omissions will be the responsibility of the consultant.* Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

SCOPE OF WORK

The basic tasks the consultant may be expected to accomplish for project assignments are listed as follows:

PHASE I – LOCATION STUDY

1. Alignment Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey & Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. Public Involvement

PHASE III – FINAL DESIGN

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

PHASE I – LOCATION STUDY

1. Alignment Study

The City may require the Consultant to conduct alignment studies in accordance with the NMDOT Location Study Procedures (i.e. Phase IA, IB). The scope shall be defined and negotiated on a project-by-project basis. This work involves the development and preparation of an Alignment Study Report which may include, but is not limited to, a traffic analysis (intersection capacity analysis, queuing analysis and signal timing recommendations) for existing and design year conditions; evaluation of right-of-way and needs; drainage system evaluation and improvement recommendations; and bridge evaluation and recommendations. The traffic analysis portion of the alignment study shall be conducted in accordance with the latest traffic engineering guidelines and software. When required, Two (2) copies of the Alignment Study Report shall be submitted to the City.

The primary purpose of the Alignment Study is to provide recommendations for improvements to the existing facilities and/or construction of new facilities including:

- Need for turning lanes.
- Need for improvements to vertical and horizontal alignment.
- Need for street lighting, signal hardware improvements, and signal interconnect.
- Evaluation of existing right-of-way and preliminary right-of-way requirements.
- Drainage investigations, analysis and recommendations for improvements.
- Bridge structure recommendations and evaluation of structure types.

2. Environmental Investigations and Documentation

The Consultant shall determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report.
- Coordinate cultural resource findings with the Archaeological Review Committee.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All 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 Consultant shall; determine, recommend, and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City on a project-by-project basis.

3. 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 Consultant shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. 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 Consultant, 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.

4. Coordination

The Consultant 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 (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. 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 Consultant 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 Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant 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 insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant 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 Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- 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.)

5. Public Involvement

The Consultant 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 Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering

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. Such SUE effort may include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. After identifying

utility locations the Consultant shall map utility locations onto plan and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit two (2) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City two (2) bound hard copies and a digital version including all data files of the final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- *Time of concentration calculations*
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct and maintain the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- 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 Drainage Report. The 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 is in compliance with all applicable federal, state and City of Santa Fe regulations.

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 Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS, SWMM or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, 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 Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant 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, as applicable.

For urban projects, include in the 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 Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Design Manual – July 2018", and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant 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 Consultant provide geotechnical services as defined below:

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:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- 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)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements

- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

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 & Foundations

The Consultant 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 Consultant provide geotechnical services as defined below.

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.

Bridge Foundation Analysis

Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

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.

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.

4. Preliminary Design Plans

The Consultant may be required to provide or conduct the following:

Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. 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.

Project plans shall be prepared to the NMDOT's Standards for general content and format.

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 City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full 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.

5. Coordination

The Consultant 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 (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having

jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. 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 Consultant 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 Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant 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 insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant 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 Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- 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.)

6. Public Involvement

The Consultant 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 Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III - FINAL DESIGN

1. 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 Consultant will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

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, 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 Consultant 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 Consultant shall then submit the work-hour 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 Consultant 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 Consultant, 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.

Right-of-Way Mapping

The Consultant 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 Consultant 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 Consultant 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 located 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 Consultant. 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 Consultant 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 Consultant. 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.

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.

Takes and Construction Maintenance Easements (CME's)

The Consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- 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.

Temporary Construction Permits (TCP's)

The Consultant shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

General

The Consultant shall:

- 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.
- 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 Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- 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.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

Monumentation

Upon assignment of a final map date by the City, the Consultant 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.

2. Final Design

The Consultant may be required to provide or conduct the following:

60% & 95% Completion Design Plans

Provide 60% & 95% 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.

60% & 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full

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 Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
 - Title Sheet
 - Vicinity Map
 - Project Layout Sheet
 - Index of Sheets
 - Summary of Quantities
 - General Notes and Incidental Items
 - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedule
 - Structure Quantities
 - Miscellaneous Quantities
 - Curb and Gutter Layouts
 - Metal Barrier Layouts
 - Erosion and Sediment Control
 - Seeding and Landscaping
 - Grading
 - Visual/Aesthetic Details
3. Plan and Profiles Sheets
 - Mainline
 - Cross Roads
4. Turnout Profiles
5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
 - Notes
 - Sequence of Construction
 - Sign Face Details
 - Traffic Control Plans
7. Signal Plans
 - Signal Warrant Analysis for at-grade intersections
 - Signal Design Plans

- Interconnect Plans
8. Lighting Plans
 - Lighting Analysis
 - Lighting Plan
 9. Permanent Signing and Striping Plans
 - Plans
 - Overhead Signs
 - Sign Face Details
 10. Drainage Plans
 - Plan and Profile
 - Structure Sections
 -
 11. Earthwork Cross-Sections
 12. Performance Specifications
 - Small projects not requiring full plans

3. Coordination

The Consultant 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 (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having *jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project* (ex. 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 Consultant 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 Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the *Consultant 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 insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant 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 Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- 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.)

4. Public Involvement

The Consultant 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 Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

5. Construction Bid Documents

The Consultant 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:

- i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director
- ii. ONE (1) half-size copies of final design plans (12"x18" or 11"x17");
- iii. One (1) electronic copy of the final design plans.
- iv. One (1) paper and electronic copy of the final cost estimate.

- v. One (1) electronic copy and one (1) bound final sets of complete bidding documents, including wage rates and signed advertisements
- vi. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" paper copy and on CD in AutoCAD format (version 2013 or more current).

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

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 Consultant and approved by the City. The Consultant 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 Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
 - Construction Engineering Technical Support;
 - Review of Construction Contractor material submittals or shop drawings;
 - General project review and response to Construction Contractor's requests for information and clarification;
 - Change order review and preparation;
 - Claims review, documentation, and correspondence;
 - Provide As-Constructed Quantities;
 - Receive, review and approve progress payments (to be forwarded to the City);
 - Preparation and authorization of field inspections and punch lists; and
 - One-year warranty inspection and report

B. Wilson & Company Unit Rate Schedule

2018-2019

		Proposed Rate Schedule	
Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	76.00	76.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	81.00	81.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	105.00	105.00
A4	ARCHITECT/(LICENSED)	121.00	121.00
A5	ARCHITECT (LICENSED)	142.00	142.00
A6	ARCHITECT (LICENSED)	162.00	162.00
A7	ARCHITECT (LICENSED)	180.00	180.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	49.00	73.50
AD2	ADMIN ASST III/ RECEPT/MAINT II	51.00	76.50
AD3	ADMIN ASST III/ RECEPT/MAINT III	71.00	106.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD6	SR ADMIN V/EXEC ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	54.00	81.00
FC2	CONSTRUCTION OBSERVER	64.00	96.00
FC3	CONSTRUCTION OBSERVER	74.00	111.00
FC4	CONSTRUCTION OBSERVER	92.00	138.00
FC5	CONSTRUCTION OBSERVER	115.00	172.50
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	48.00	72.00
FS2	RODMAN	58.00	87.00
FS3	INSTRUMENTMAN	68.00	102.00
FS4	PARTY CHIEF	78.00	117.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	108.00	108.00
FS6	DEPARTMENT HEAD	138.00	138.00
FS7	SR DEPARTMENT MANAGER	178.00	178.00
IA1	INTERN	38.00	57.00
IA2	COLLEGE STUDENT	52.00	78.00
IA3	GRAD STUDENT/COLLEGE GRAD	58.00	87.00
MK3	MRK CORD III/GRAPHIC ART III	88.00	88.00
MK4	MRK MGR IV/ GRAPHDESIGN IV/ JR BD	108.00	108.00
OD1	APPRENTICE DRAFTER	52.00	78.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	60.00	90.00
OD3	DRAFTER, DETAILER	76.00	114.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	96.00	144.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	98.00	147.00
OD6	CHIEF DRAFTER	104.00	156.00
OP1	APPRENTICE STEREO OPERATOR	48.00	72.00
OP2	STEREO OPERATOR	56.00	87.00
OP3	STEREO OPERATOR	68.00	102.00
OP4	SR STEREO OPER, SQUAD LEADER	78.00	117.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	98.00	98.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	128.00	128.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	88.00	88.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	98.00	98.00
P3	STAFF DETAIL DESIGNER (UNLIC)	114.00	114.00
P4	STAFF DETAIL DESIGNER (LICENSED)	136.00	136.00
P5	PROJECT DESIGNER (LICENSED)	172.00	172.00
P6	PROJECT DESIGNER (LICENSED)	216.00	212.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	285.00	285.00
P8	PRINCIPALS (LICENSED)	285.00	285.00
PD1	DETAIL DESIGNER (UNLICENSED)	66.00	102.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	79.00	118.50
PD3	SENIOR DESIGNER II	106.00	159.00
PD4	SENIOR DESIGNER III	118.00	118.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	92.00	92.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	112.00	112.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	142.00	142.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	252.00	252.00



Sub-consultant Unit Rate is available in the last section, G. Any Additional Pertinent Information.

G. Any Additional Pertinent Information

Additional sub-consultant unit rates are provided in the next several pages.

Classification	Proposed Rate
Surroundings	
Principal in Charge	\$165
Project Landscape Architect	\$120
Project Manager/Designer	\$100
CAD/Graphics	\$85
Project Assistant/Admin	\$70
Western Technologies	
Principal Engineer	\$145
Project Engineer	\$125
Staff Engineer	\$85
Field Engineer/Geologist	\$75
Engineering Technician	\$58
Keers	
Project Manager Project Leader	Keers is familiar with the City of Santa Fe projects and the unit rate is based on the total square foot of the building including floors, basement or tunnel/crawl space.
Santa Fe Vacuum Excavation	
Project Manager	\$150



2019-2020 Billing Rates by Division

The following rates are effective through 12-31-2020.

Division: Right of Way

Classification:	<u>NM</u>
Principal-	\$ 178.00
VP-Division Director	\$ 160.00
Right of Way Division Manager-	\$ 130.00
Project Manager-	\$ 120.00
Senior Right of Way Agent-	\$ 100.00
Right of Way Field Agent-	\$ 90.00
Right of Way Technician-	\$ 78.00
Title Examiner-	\$ 98.00
Permit Specialist-	\$ 95.00
Clerical-	\$ 55.00
Editor-	\$ 75.00

Division: GIS/Mapping

Classification:	<u>NM</u>
Project Manager-	\$ 93.00
GIS Specialist II-	\$ 83.00
GIS Specialist I-	\$ 63.00

Expenses: All Divisions

Classification:	<u>NM</u>
<u>Mapping-</u>	
8.5"x11"	\$ 0.77
11"x17"	\$ 1.52
Line-plain (per foot)	\$ 2.62
Line-glossy (per foot)	\$ 3.52
Graphic-plain (per foot)	\$ 4.25
Graphic-glossy (per foot)	\$ 8.25
<u>Travel-</u>	
Mileage-Standard vehicle	IRS***
Mileage-4WD (per mile)	\$ 0.75
Lodging-	GSA^
Meals	GSA^
Per Diem	GSA^
Airfare	Actual*
Ferry	N/A
<u>Equipment-</u>	
Trimble GPS (day)	\$ 103.00

Trimble GPS (week)	\$ 403.00
Epoch 50 RTK Rover (day)	\$ 103.00
Epoch 50 RTK Rover (week)	\$ 403.00

Fees-Subconsultants-

Copies	Actual*
Permit fees	Actual*
Filing fees	Actual*
Sub-consultants	Cost**
Taxes	Actual*

* Actual denotes actual cost will be billed.

** Cost denotes Cost plus 10% markup

*** IRS denotes the allowed deduction rate as determined by the IRS for the date the expense was incurred.

^ denotes GSA Schedule rate for area and time period the expense was incurred.

N/A denotes Not Available.



WESTERN TECHNOLOGIES INC.

2019 FEE SCHEDULE

GEOTECHNICAL ENGINEERING SERVICES

PERSONNEL

Principal Engineer, P.E.....	\$145.00/hr.
Project Engineer	\$125/hr.
Staff Engineer, E.I.T.	\$85.00/hr.
Field Engineer/Geologist	\$75.00/hr.
Engineering Technician	\$58.00/hr.
Overtime.....	1.5 Times Hourly Rate
Mileage	0.55/mile
Per Diem.....	\$145.00/man/day

GEOTECHNICAL LABORATORY TESTING

(Applicable ASTM Procedure-Unless Otherwise Noted)

Classification (Visual/Manual Procedure)	\$10.00/ea.
Grain Size Analysis.....	\$65.00/ea.
Atterberg Limits, Plasticity	\$75.00/ea.
-#200 Wash.....	\$35.00/ea.
Moisture Content	\$15.00/ea.
Dry Density Determination	\$15.00/ea.
Consolidation, Initial Setup	\$100.00/ea.
Additional load increments or saturation	\$55.00/ea.
ASTM Expansion Index	\$200.00/ea.
Swell-Compression	\$75.00/load
Hydrometer Analysis (includes mechanical sieve).....	\$175.00/ea.
Maximum Density-Optimum Moisture Relations (ASTM:D1557 & 698).....	\$165.00/ea.
R-Value	\$250.00/ea.
Specific Gravity.....	\$75.00/ea.
Soluble Sulfates & Chlorides	\$60.00/ea.
pH	\$20.00/ea.
Resistivity	\$125.00/ea.
Sample Preparation	\$55.00/hr.
Direct Shear.....	\$175/each
Unconfined Compression, soil.....	\$25.00/each





DRILLING/EXPLORATION SERVICES *

Geotechnical Exploration*

CME 75, 7" (Hollow Stem Auger Drilling to 50 feet maximum).....	\$8.50/foot
CME 75 7" (Hollow Stem Auger Drilling 50 feet to 150 Feet).....	\$18.00/Ft
Mob/Demob.....	\$4.50/mile
Hand Auger Drilling Crew and Equipment.....	\$185.00/hr.
Job Preparation.....	\$80.00/hr.
Support Vehicle (4-Wheel Drive).....	\$90.00/day
Standby/Steam Cleaning.....	\$100.00/hr.
Crew Travel Without Rig.....	\$115.00/hr.

* Drilling fee estimates can be provided on a per-foot basis given a specific site location and scope of work.




**Western
Technologies
Inc.**
The Quality People
Since 1955

**WILSON
& COMPANY**



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

BUSINESS REGISTRATION

Business Name: WILSON & COMPANY INC
ENGINEERS & ARCHITECTS
DBA: WILSON & COMPANY INC
ENGINEERS

Business Location: P.O. BOX 94000
ALBUQUERQUE, NM 87109

Owner: JAMES BRADY

License Number: 222663

Issued Date: December 22, 2020

Expiration Date: December 22, 2021

CRS Number: 02-357658-00-8

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

WILSON & COMPANY INC ENGINEERS & ARCHITECTS
P.O. BOX 94000
ALBUQUERQUE, NM 87199

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

9/2/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Hartford Casualty Insurance Company		29424
INSURER C : Hartford Insurance Co of the Southeast		38261
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
3491
WILSON & CO., INC.
ENGINEERS & ARCHITECTS
4401 MASTHEAD STREET NE, SUITE 150
ALBUQUERQUE NM 87109

COVERAGES 2 CERTIFICATE NUMBER: 17804846 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	37 UEN OL5652	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37 UEN OL5653	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	37 XHU OL 5654	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37 WE OL6J8C	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: PROJECT NAME: SCOPE CHANGE & LEED SERVICES - SOUTHSIDE TEEN CENTER - ARCHITECTURAL & ENGINEERING DESIGN SERVICES. CITY OF SANTA FE, NEW MEXICO IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17804846
CITY OF SANTA FE
2651 SIRINGO RD. BUILDING E
SANTA FE NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

9/2/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company			22276
INSURED 1048828 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES 2 **CERTIFICATE NUMBER:** 17804976 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	47EPP30530103	6/1/2021	6/1/2022	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.

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

RE: PROJECT NAME: SCOPE CHANGE & LEED SERVICES - SOUTHSIDE TEEN CENTER - ARCHITECTURAL & ENGINEERING DESIGN SERVICES.

CERTIFICATE HOLDER**CANCELLATION**

17804976
 CITY OF SANTA FE
 2651 SIRINGO RD. BUILDING E
 SANTA FE NM 87504-0909

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200837

Contractor: Wilson & Company, Inc

Description: **Amendment #2 Extending the Term of the Agreement, and Increasing Compensation in the Amount of \$1,000,000.00 to a Total Amount of \$2,000,000.00 Plus NMGR for Design Professional Services - Improvement Projects**

Contract Agreement Lease / Rent Amendment

Term Start Date: upon approval Term End Date: September 18, 2023

Approved by Council Date: _____

Contract / Lease: **Contract Amendment**

Amendment # 2 to the Original Contract / Lease # 19-0748

Increase/(Decrease) Amount \$ 1,000,000.00

Extend Termination Date to: September 18, 2023

Approved by Council Date: _____

Amendment is for: **Increase compensation and extend term**

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

Original Contract (# 19-0748) \$500,000.00, Termination Date: 9/18/2019

Amendment #1 (# 19-0748) increase compensation by \$1,000,000.00

Amendment #2 (# 19-0748) increase compensation by \$1,000,000.00

3. **Procurement History: The procurement method was RFP 19/41/P.**

Frank Duany
Frank Duany (Sep 17, 2021 10:27 MDT)

Sep 17, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source: Various** **Org / Object: Various**

Andy Hopkins
Andy Hopkins (Sep 16, 2021 13:41 MDT)

Sep 16, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: James Garduno Phone # 505-795-2439

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wilson & Company, Inc

Procurement Title: Wilson & Company, Inc. Design Professional Services

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/Facilities Division Staff Name James Garduno


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

James Garduno Project Administrator September 31, 2021
Department Rep Printed Name (attesting that all information included) Title Date

 Chief Procurement Officer Sep 17, 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 any resulting contract.



*


City of Santa Fe, New Mexico

MEMO

Date: September 01, 2021

To: Public Utilities Committee
Finance Committee
City Council

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

From: Bill Schneider, P.G., Water Resources and Conservation Manager 

RE: Amendment No. 4 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) for \$500,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects for FY21-22 and Budget Adjustment Request (BAR).

ITEM AND ISSUE

Request for approval of Amendment #4 to PSA #19-0234 with Carollo Engineers (Carollo) to provide continuance of On Call Engineering services) in support of Capital Improvements and Priority (CIP) Projects.

BACKGROUND AND SUMMARY

City of Santa Fe Water (Water) entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. Water has utilized this contract to provide engineering and technical services to support water and wastewater CIP Projects. This PSA will be utilized in FY21-22 to provide continued engineering support for capital improvement and priority projects that may include technical task order to complete federally mandated corrosion study for lead and copper, water quality treatment process improvements at Canyon Road Water Treatment Facility, life-cycle analysis and NPDES permit support for Paseo Real Water Reclamation, engineering evaluation of transmission and storage master plan recommended upgrades, Buckman Well Field and aquifer storage and recovery engineering analysis, and City wellfield optimization and implementation analyses.

PROCUREMENT METHOD:

The procurement method is RFP 19/16/P. Awarded on 11/9/18.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200505.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Water Enterprise Fund – CIP/ 505

Munis Org Name/Number: CIP / 5050395

Munis Object Name/Number: WIP Design/ 572960

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #19-0234 with Carollo Engineers, Inc. \$500,000 plus NMGRT. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available upon approval of the BAR under Obj / Org 5050395.572960.

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

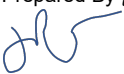
City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Water/CIP					9/14/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <i>positive</i> #}	{enter as <i>negative</i> #}	
Water CIP WIP Design On Call Engineering	5050395	572960	WTR1950501	542,188		
<u>REVENUES</u>				{enter as <i>negative</i> #}	{enter as <i>positive</i> #}	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 542,188	\$ -	

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with #4 to the On call Engineering Contract with Carollo Engineering

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	(542,188)

Maya Martinez Prepared By {print name}	9/11/2021 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<u>Andy Hopkins</u> Andy Hopkins (Sep 15, 2021 09:58 MDT)
 Division Director Signature {optional}	9/15/2021 Date	CITY COUNCIL APPROVAL	Budget Officer
Shannon Jones Department Director Signature	9/15/2021 Date	City Council Approval Date	Finance Director {≤ \$5,000}
		Agenda Item #:	City Manager {≤ \$60,000}

**CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; #21-0124; #21-0323**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed one million three hundred and eighty five thousand dollars (\$1,385,000), plus gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred and sixteen thousand eight hundred fifty-nine dollars and thirty-eight cents (\$116,859.38) 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 five hundred one thousand eight hundred fifty-nine dollars and thirty-eight cents (\$1,501,859.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Carollo Engineers, Inc.



ALAN WEBBER, MAYOR

NAME Vice President Senior Vice President

TITLE

Date: _____

Date: 9/2/2021

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 1, 2021 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

A small, stylized blue logo or signature mark consisting of a horizontal line with a vertical stroke intersecting it from the left, and a small 'H' or similar character above the line.

EXHIBIT A
CAROLLO ENGINEERS, INC.
SPECIAL FEE SCHEDULE
CITY OF SANTA FE – ON CALL ENGINEERING SERVICES
FOR SERVICES PROVIDED JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

Engineers/Scientists

Assistant Professional I	\$135.00
Assistant Professional II	144.00
Professional	166.00
Project Professional	182.00
Lead Project Professional	200.00
Senior Professional	225.00
Senior Specialist	246.00

Technicians

Technicians	136.00
Senior Technicians	169.00
Senior Designer	205.00

Support Staff

Document Processing / Clerical	98.00
--------------------------------	-------

Other Direct Expenses

Mileage	IRS Rate at time of services
Project Equipment and Communication Expense	\$13.00 per direct labor hour
Travel Related Items	At cost
Subconsultants	Cost + 10%
Office Related Consumable Supplies	At cost
Project Related Printing and Reproduction Services	At cost
Expert Witness	2.0 x Standard Hourly Rates

This fee schedule is subject to annual revisions.

EXHIBIT A
CAROLLO ENGINEERS, INC.
SPECIAL FEE SCHEDULE
CITY OF SANTA FE – ON CALL ENGINEERING SERVICES
FOR SERVICES PROVIDED JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

Engineers/Scientists

Assistant Professional I	\$139.00
Assistant Professional II	148.00
Professional	171.00
Project Professional	187.00
Lead Project Professional	206.00
Senior Professional	232.00
Senior Specialist	253.00

Technicians

Technicians	140.00
Senior Technicians	174.00
Senior Designer	211.00

Support Staff

Document Processing / Clerical	101.00
--------------------------------	--------

Other Direct Expenses

Mileage	IRS Rate at time of services
Project Equipment and Communication Expense	\$13.00 per direct labor hour
Travel Related Items	At cost
Subconsultants	Cost + 10%
Office Related Consumable Supplies	At cost
Project Related Printing and Reproduction Services	At cost
Expert Witness	2.0 x Standard Hourly Rates

This fee schedule is subject to annual revisions.



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

Owner: CAROLLO ENGINEERS, INC.

License Number: 117760

Issued Date: February 10, 2021

Expiration Date: February 10, 2022

CRS Number: 03-162628-00-9

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineering

Description: On Call Contract

Contract Agreement Lease / Rent Amendment

Term Start Date: 3/27/19 Term End Date: 06/30/22

Approved by Council Date: 3/27/19

Contract / Lease: Increase in Comp

Amendment # 4 to the Original Contract / Lease # 190234

Increase/(Decrease) Amount \$ 500,000 plus nmgrt

Extend Termination Date to: _____

Approved by Council Date: pending

Amendment is for: Increase in Comp

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

Original Contract # 19-0234 \$325,000plus nmgrt 3/27/19

Amendment #1 #20-0374 \$250,000 plus nmgrt 7/2920

Amendment #2 21-0127 \$250,000 plus nmgrt 3/31/21

Amendment #3 21-0323 term only 7/12/21

3. Procurement History: 19/16/P 11/9/18

John Deary
John Deary (Sep 20, 2021 10:15 MDT)

Sep 20, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Amendment # 4 to extend and increase compensation

4. Funding Source: Water Enterprise Fund CIP

Org / Object: 5050395.572970

Andy Hopkins
Andy Hopkins (Sep 15, 2021 15:07 MDT)

Sep 15, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 3 to Professional Services Agreement (PSA) 19-0234 with Carollo

Engineers 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 PUD _____ Staff Name Bill Schneider

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

Bill Schneider, Water Division, PUD  WH Schneider (Sep 14, 2021 12:57 MDT)

Department Rep Printed Name (attesting that all information included)	Title	Date
<u>Fran Duraway</u> <small>Fran Duraway (Sep 20, 2021 08:15 MDT)</small>	Chief Procurement Officer	Sep 20, 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

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 **Carollo Engineers** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

- 1) Technical water resources engineering and feasibility studies,
- 2) Preliminary engineering services for design and construction,
- 3) General engineering services for:
 - a. Capital Improvements,
 - b. Repair and rehabilitation related assessments,
 - c. Upgrades and improvements,
 - d. Design support, preparation of design specifications, and procurement support for CIP
- 4) Water resources studies for:
 - a. Supply and demand management
 - b. Well field sustainability analyses
 - c. Water budget and geohydrologic modeling analyses
 - d. Permitting
- 5) Permit related activities, compliance and litigation support,
- 6) Water utility management support for:
 - a. Asset management
 - b. Water loss audit
 - c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars (\$385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents (\$32,484.38) 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 four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents (\$417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 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. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and 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, except Workers Compensation.

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

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

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

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. 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.

24. 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.

25. 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. 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.

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. Third Parties.

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

30. Document Use and Reuse.

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. Estimates and Projections.

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

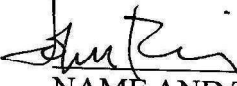
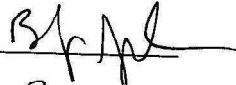
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


CONTRACTOR:
Carollo Engineers


ALAN WEBBER, MAYOR

DATE: 4/1/19

 
NAME AND TITLE
JOHN REHRING Becky Lane
VICE PRESIDENT Vice President
DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

 2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

Item #20-0374

CITY OF SANTA FE AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT #19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

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

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars (\$635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents (\$53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents (\$688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that

Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

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

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


CITY OF SANTA FE:

By: 

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.



NAME John Rehring
Vice President

TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

- I. Technical water resources engineering and feasibility studies,
- II. Preliminary engineering services for design and construction,
- III. General engineering services for:
 - i. Capital Improvements,
 - ii. Repair and rehabilitation related assessments,
 - iii. Upgrades and improvements,
 - iv. Design support, preparation of design specifications, and procurement support for CIP
- IV. Water resources studies for:
 - i. Supply and demand management
 - ii. Well field sustainability analyses
 - iii. Water budget and geohydrologic modeling analyses
 - iv. Permitting
- V. Permit related activities, compliance and litigation support,
- VI. Water utility management support for:
 - i. Asset management
 - ii. Water loss audit
 - iii. Federal and State funding applications

➤ **Technical Water Resources Engineering and Feasibility Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➤ **Preliminary Engineering Services for Design and Construction**

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
- Develop a design and construction schedule.

➤ **General Engineering**

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as-needed
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

➤ **Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.
- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➤ **Permit Related Activities, Compliance and Litigation Support**

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.
- Inter-state compact compliance, permitting and accounting.
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➤ **Water Utility Management**

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.
- Support City pursuit of federal and state grant funding applications.
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars (\$250,000) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars (\$885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents (\$74,671.88) 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 nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents (\$959,671.88).** 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.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No, 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.


CITY OF SANTA FE:

By: 

ALAN WEBBER, MAYOR

Date: Apr 7, 2021

CONTRACTOR:
Carollo Engineers, Inc.



NAME John Rehring

TITLE Vice President

Date: _____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Kristine Mihelcic


GC

KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 03/31/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez


Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy


MARY MCCOY, FINANCE DIRECTOR

5050395.572960

Business Unit/Line Item 



**Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program**

**SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow
Pipeline Project
February 17, 2021**

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work,

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

- 14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.
- 14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.
- 14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.
- 14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.
- 14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.
- 14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.
- 14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.
- 14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

- 14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.
- 14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

- a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
- b. General overview and assessment of wetlands extent along the lower Santa Fe River
- c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of \$250,000.

Approved:

Jesse Roach
Water Division Director
City of Santa Fe

Date

John Rehring
Vice President
Carollo Engineers, Inc.

Date

Becky Luna
Senior Vice President
Carollo Engineers, Inc.

Date

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374; 21-0127**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

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

This Agreement shall terminate on June 30, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

AWM
ALAN WEBBER, MAYOR

Date: Jul 12, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 13, 2021 14:39 MDT)
KRISTINE BUSTOS MIHELICIC, CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2021 15:40 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 12, 2021 12:04 MDT)
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Carollo Engineers, Inc.

John Rehring
NAME John Rehring

TITLE Vice President

Date: 5/27/21

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

5050395.572960 *AJH*
Business Unit/Line Item AJH



City of Santa Fe, New Mexico

Memorandum



DATE: August 9, 2021

TO: Governing Body

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

FROM: Sam Burnett, Facilities Division Director *SB*

ITEM AND ACTION:

Request for the Approval of Amendment #3 to Service Contract 20-0027, the Term of this Agreement shall terminate June 19, 2022, and Increasing Compensation in the Amount of \$1,000,000.00 to a Total Amount of \$2,250,000.00 Plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491)

BACKGROUND AND SUMMARY:

This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage throughout City facilities and to mitigate damage once it has occurred. These services will be used to supplement the capacity and or expertise of City staff as needed. Notice of the potential use of this contract has been provide to AFSCME.

Amendment #3 to On-Call Contract #20-0027 will increase compensation by \$1,000,000.00 from the existing \$1,250,000.00 to \$2,250,000.00 plus applicable NMGRT. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. Purchase requisitions requested via this on-call contract will be reviewed and authorized by the Facilities Division Director or the Property Maintenance Manager based upon need.

B&D Industries has been chosen from the State Price Agreement to provide this service for a number of important reasons. B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment as well as considerable experience working at Midtown. B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations.

PROCUREMENT METHOD:

The procurement method is via State Price Agreement #90-000-18-00073.

SCHEDULE:

Public Works and Utilities Committee: September 7, 2021

Finance Committee: September 20, 2021

Governing Body: September 29, 2021

CONTRACT NUMBER:

The FY20 Munis contract number is 3201872

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

**CITY OF SANTA FE
AMENDMENT No. 3 TO
THE CONTRACT
ITEM# 20-0027**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE CONTRACT, dated December 11, 2019, the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, plumbing and electrical services for the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million dollars (\$1,000,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$2,250,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$2,250,000.00

The total compensation under this Agreement shall not exceed \$2,250,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 19, 2022. This City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978 §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.


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

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

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER,
MAYOR



CLINTON BEALL
PRESIDENT B&D
INDUSTRIES

DATE: _____

DATE: 09.20.2021

CRS#01-716872-004
Registration #224955

ATTEST:

KRISTINE BUSTOS MIHELICIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 23, 2021 10:31 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

The total compensation under this Agreement shall not exceed \$1,250,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 7 below.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER,
MAYOR

DATE: May 28, 2021

CONTRACTOR:



CLINTON BEALL
~~SENIOR VICE~~ PRESIDENT B&D
INDUSTRIES

DATE: 04.20.2021

CRS#01-716872-004
Registration #20-00110523

ATTEST:



Kristine Mihelcic (May 28, 2021 15:36 MDT)

KRISTINE BUSTOS MIHELICIC
CITY CLERK

GB MTG 05/26/2021



CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 14, 2021 10:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (May 28, 2021 15:08 MDT)

MARY MCCOY

FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

Item #20-0370

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.
- B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars (\$500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

- A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$750,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$750,000.00

The total compensation under this Agreement shall not exceed \$750,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

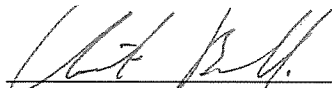
3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER,
MAYOR

CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 8/17/2020

DATE: 7/28/2020

CRS#01-716872-004
Registration #20-00110523

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

GC
GC

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 8, 2021)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

AL
AL

City of Santa Fe Contract
HVAC, Mechanical, Plumbing and Electrical On-Call for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **B&D Industries, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

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

D. "You" and "your" refers **B&D Industries, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work: miscellaneous HVAC, mechanical, plumbing and electrical services for City Facilities via State Price Agreement #90-000-18-00073. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **B&D Industries, Inc** to include the following, but is not necessarily inclusive to the following: miscellaneous general contractor services for City Facilities.

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed \$250,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		\$250,000.00

The total compensation under this Agreement shall not exceed \$271,093.75 including applicable NMGRT (8.4375%).

4. **Payment Provisions**

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

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. 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.

31. Inspection

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

32. Inspection of Services

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

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

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

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

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

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

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

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

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

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

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

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

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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


42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:


ALAN WEBBER,
MAYOR

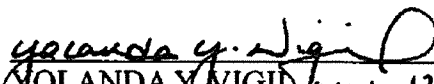
See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D
INDUSTRIES

DATE: 1/28/2020


DATE: _____

CRS#01-716872-004
Registration #19-00110523

ATTEST:


YOLANDA Y. VIGIL *Contg 12/11/19*
CITY CLERK

APPROVED AS TO FORM:


ERIN K. MCSHERRY
CITY ATTORNEY *11/2/19*

APPROVED:


MARY MCCOY
FINANCE DIRECTOR *mc*

Business Unit Line Item: VARIOUS

*on-call / citywide
see attached email*

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:

ALAN WEBBER
MAYOR



JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: _____

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC



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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: December 29, 2020

Expiration Date: December 29, 2021

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C : Continental Insurance Company of New Jersey</td> <td>42625</td> </tr> <tr> <td>INSURER D : Builders Trust of New Mexico</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : National Fire Insurance Company of Hartford	20478	INSURER C : Continental Insurance Company of New Jersey	42625	INSURER D : Builders Trust of New Mexico		INSURER E :		INSURER F :
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INSURER F :															
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6016149399	11/11/2020	11/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6016149371	11/11/2020	11/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	6016149404	11/11/2020	11/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A	6 16149385	11/11/2020	11/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Worker's Compensatio	<input checked="" type="checkbox"/>	5672	1/1/2021	1/1/2022	Accid/Emp/Pol Limit \$ 2,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Santa Fe PO Box 909 200 Lincoln Ave. Santa Fe, NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AR) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Number: 90-00000-18-00073

Amendment No.: Four

Term: June 20, 2019 – June 19, 2022

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

Procurement Specialist: Mark Lujan

Telephone No.: 505-469-1610

Email: Mark.Lujan@state.nm.us

Invoice:
As Requested

Title: **HVAC & Plumbing Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 20, 2021 to June 19, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Valerie Paulk, New Mexico State Purchasing Agent

Date: 5/17/2021

X This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

Certificate Of Completion

Envelope Id: 41A0AFFBC19E48A0BBB446AFCD91C155
 Subject: Please DocuSign: SPD SPA
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Clarke Fountain
 13 Bataan Blvd
 Santa Fe, NM 87508
 ClarkeJ.Fountain@state.nm.us
 IP Address: 174.237.6.163

Record Tracking

Status: Original
 5/17/2021 11:14:05 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Clarke Fountain
 ClarkeJ.Fountain@state.nm.us
 Pool: StateLocal
 Pool: GSD

Location: DocuSign
 Location: DocuSign

Signer Events

Clarke Fountain
 clarkej.fountain@state.nm.us
 Procurement Specialist
 New Mexico General Services
 Security Level: Email, Account Authentication (None)

Signature
 CF
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.237.6.163

Timestamp
 Sent: 5/17/2021 11:15:15 AM
 Viewed: 5/17/2021 11:15:29 AM
 Signed: 5/17/2021 11:15:37 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael Saavedra
 michael.saavedra@state.nm.us
 New Mexico General Services
 Security Level: Email, Account Authentication (None)

MS
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.237.7.42

Sent: 5/17/2021 11:15:38 AM
 Viewed: 5/17/2021 1:18:39 PM
 Signed: 5/17/2021 1:18:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Security Level: Email, Account Authentication (None)

Valerie Paulk
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.123.108.103
 Signed using mobile

Sent: 5/17/2021 1:18:55 PM
 Viewed: 5/17/2021 1:21:07 PM
 Signed: 5/17/2021 1:21:32 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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	5/17/2021 11:15:15 AM
Certified Delivered	Security Checked	5/17/2021 1:21:07 PM
Signing Complete	Security Checked	5/17/2021 1:21:32 PM
Completed	Security Checked	5/17/2021 1:21:32 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
20 Vendors

Number: 90-00000-18-00073

Amendment No.: Three

Term: June 20, 2019 – June 19, 2022

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

Procurement Specialist: Mark Lujan

Telephone No.: 505-469-1610

Email: Mark.Lujan@state.nm.us

Invoice:
As Requested

Title: HVAC & Plumbing Services - Statewide

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AG) Installation Service & Heating, Inc., (AM) Chardans Mechanical, Inc. and (AR) Jack B. Henderson Construction Co., Inc., this Price Agreement is extended from June 20, 2021 to June 19, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 5/11/2021

Valerie Paulk, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

Certificate Of Completion

Envelope Id: 5AA6653C675B4A2FBAF15B50824C3C7E
 Subject: Please DocuSign: SPD SPA
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Clarke Fountain
 13 Bataan Blvd
 Santa Fe, NM 87508
 ClarkeJ.Fountain@state.nm.us
 IP Address: 174.237.6.163

Record Tracking

Status: Original
 5/11/2021 9:34:29 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Clarke Fountain
 ClarkeJ.Fountain@state.nm.us
 Pool: StateLocal
 Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Clarke Fountain
 clarkej.fountain@state.nm.us
 Procurement Specialist
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Signature

CF
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.237.6.163

Timestamp

Sent: 5/11/2021 9:35:57 AM
 Viewed: 5/11/2021 9:36:14 AM
 Signed: 5/11/2021 9:36:22 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michael Saavedra
 michael.saavedra@state.nm.us
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

MS
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.237.136.206

Sent: 5/11/2021 9:36:24 AM
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 Signed: 5/11/2021 9:51:42 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Valerie Paulk
 Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 5/11/2021 9:51:43 AM
 Viewed: 5/11/2021 10:14:49 AM
 Signed: 5/11/2021 10:15:09 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/11/2021 9:35:57 AM
Certified Delivered	Security Checked	5/11/2021 10:14:49 AM
Signing Complete	Security Checked	5/11/2021 10:15:09 AM
Completed	Security Checked	5/11/2021 10:15:09 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
23 Vendors

Email:
Telephone No.: _____

Price Agreement Number: 90-000-18-00073

Price Agreement Amendment No.: Two

Term: June 20, 2019 to June 19, 2021

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

Invoice:
As Requested

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: **HVAC and Plumbing Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 20, 2020 to June 19, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 06/17/2020



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107

Email: jpboyd@tlcplumbing.com
Telephone No. 505-761-9696

Price Agreement Number: 90-000-18-00073

Price Agreement Amendment No.: One

Term: June 20, 2019 – June 19, 2020

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

Procurement Specialist: Mark Lujan *ML*

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Invoice:
As Requested at time of order

Title: HVAC and Plumbing Services - Statewide

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item Price correction for Vendor (AV) TLC Company, Inc. DBA: TLC Plumbing & Utility on Pg. 26 of SWPA

- Item 4, Zone 3 corrected from \$87,075.00 to \$87.75

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 09/12/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

CMR



State of New Mexico General Services Department

REVISED Statewide Price Agreement

Awarded Vendor
23 Vendors (See Pages 6 through 9)

Telephone No. _____

Price Agreement Number: 90-000-18-00073

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

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

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

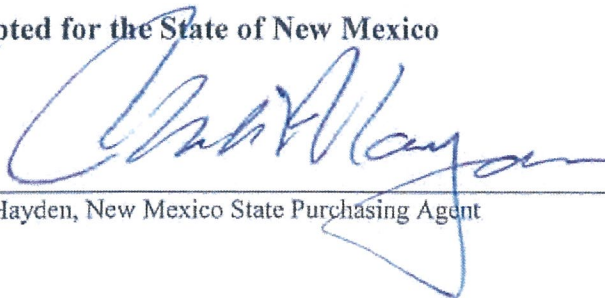
Invoice:
 As Requested

Title: **HVAC and Plumbing Services - Statewide**

Term: **June 20, 2019 to June 19, 2020**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico



Mark Hayden, New Mexico State Purchasing Agent

Date: 08/20/2019

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

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

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

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

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

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

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

Article VI – Amendment

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

Article VII – Indemnity Clause

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

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

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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Awarded Vendors:

(AA) 0000054601
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

**Delivery: 104 Sin Nombre Court NE, Albuquerque NM
87113**

(AB) 0000046277
B&D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
505-299-4464
clinton@bandindustries.com

Delivery: F.O.B. Destination

(AC) 0000049957
CAC, Inc.
610 Industrial Ave NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net

Delivery: F.O.B. Destination

(AD) 0000141802
Caliber Construction Services
2700 Vista Grande Dr. NW #59
Albuquerque, NM 87120
850-218-7546
dmwarren@caliberm.com

Delivery: Included in Bid Costs

(AE) 0000108425
Comfort Systems USA SW
8920 Adams St. NE Ste. A
Albuquerque, NM 87113
505-856-9250
brian.ruffner@comfortsystemsusa.com

Delivery: F.O.B Destination

(AF) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St. NE Ste. B
Albuquerque, NM 87113
505-899-2939
Lynn@4windsmechanical.com

Delivery: To Be Determined

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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(AG) 0000141856
Installation & Service Heating, Inc.
7500 2nd St. NW
Albuquerque, NM 87107
505-792-5103
serviceishc@ishcnm.com

Delivery: As Requested

(AH) 0000087051
La Mesilla Construction, LLC
98 CR 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Delivery: Per "owners" request

(AI) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd. SW
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net

Delivery: T.B.D Visually, Immediately

(AJ) 0000052947
Western Mechanical Co.
DBA: Western Mechanical HVAC &
Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Delivery: Hand Delivery

(AK) 0000086970
Yearout Service, LLC.
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
Dispatch@yearout.com

Delivery: As Requested - With Emergency On-Call

(AL) 0000051142
A-Plus Plumbing & Heating, Inc.
P.O. Box 9719
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Delivery: 502 Calle Ben Vigil, Espanola NM 87532

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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(AM) 0000046760
Chardans Mechanical, Inc.
4320 Ellison St. NE
Albuquerque, NM 87109
505-345-2581
Chardans@hotmail.com

Delivery: N/A

(AN) 0000046669
Donner Plumbing & Heating
107 Candelaria Rd. NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com

Delivery: As Requested

(AO) 0000135004
ENGIE Services US
2600 American Rd. SE Ste. 360
Rio Rancho, NM 87124
505-890-2888
david.frederick@engie.com

Delivery: 6-72 Hours

(AP) 0000047364
GEW Mechanical, Inc.
PO Box 10293
Albuquerque, NM 87184-0293
505-345-3033
patrick@gewmechanical.com

Delivery: Net 30

(AQ) 0000051254
J.D. Zentz, Inc.
2006 Southern Blvd. SE Ste. 106
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com

Delivery: Upon Award

(AR) 0000046321
Jack B. Henderson
Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Delivery: 501 Eubank Blvd. SE Albuquerque, NM 87123

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

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(AS) 0000134853 **Delivery: As Requested**
JLC Professional Plumbing &
Heating
1404 Sigma Chi Rd. NE
Albuquerque, NM 87106
505-206-9067
jlc_plumbing@icloud.com

(AT) 0000014482 **Delivery: As Needed**
Johnson Controls, Inc.
5500 Midway Park Place NE
Albuquerque, NM 87109
505-379-2856
joseph.c.perea@jci.com

(AU) 0000043952 **Delivery: 2 Days**
PC Automated Controls, Inc.
10279 Dyer St
El Paso, TX 79924
6565 Americas Parkway NE
Albuquerque, NM 87110
915-751-0313 505-918-0169
blinzey@pcautomatedcontrols.com

(AV) 0000050920 **Delivery: Destination**
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jpboyd@tleplumbing.com

(AW) 0000051414 **Delivery: As Requested**
WWRC, Inc.
1716 W 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201686

Contractor: B&D Industries, Inc.

Description: **Amendment #3 Extending the Term of the Agreement, and Increasing Compensation in the Amount of \$1,000,000.00 to a Total Amount of \$2,250,000.00 Plus NMGRT for HVAC, Mechanical and Plumbing On-Call Services**

Contract Agreement Lease / Rent Amendment

Term Start Date: upon approval Term End Date: June 30, 2024

Approved by Council Date: _____

Contract / Lease: Contract Amendment

Amendment # 3 to the Original Contract / Lease # 20-0027

Increase/(Decrease) Amount \$ 1,000,000.00

Extend Termination Date to: June 30, 2024

Approved by Council Date: _____

Amendment is for: Increase compensation and extend term

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract # 20-0027, \$250,000.00, Termination Date: 6/30/2021
Amendment #1 (# 20-0370) increase compensation by \$500,000, extend term to 6/30/2022
Amendment #2 (# 21-0246) increase compensation by \$500,000, term 6/30/2022
Amendment #3 Increase contract by \$1,000,000, extend term to 6/30/2024

3. Procurement History: Statewide Price Agreement 90-000-18-00073

Iron Duraway Sep 3, 2021
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: Various Org / Object: _____

Andy Hopkins Sep 1, 2021
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: James Garduno Phone # 505-955-5935

Email: jdgarduno@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc.

Procurement Title: B&D Industries Inc. – HVAC On-Call Amendment #3

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/Facilities Division Staff Name James Garduno

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

James Garduno Project Administrator August 9, 2021
Department Rep Printed Name (attesting that all information included) Title Date

Iron Duraway Chief Procurement Officer Sep 3, 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 any resulting contract.

*

City of Santa Fe, New Mexico

Memo

DATE: September 21, 2021

TO: Public Works /Public Utilities Committee, Finance Committee, and City Council

FROM: Shannon Jones, Public Utilities Department Director

ITEM

Request Approval of Budget Increases for Public Utilities Department Division to fund vacant positions through the 2021/2022 fiscal year and fund one new expansion position for Wastewater Management.

BACKGROUND

During the development of the approved FY 21/22 Operating Budget. Uncertainties in the economic impact that Public Utilities would see because of the Covid-19 pandemic, Public Utilities took a conservative approach to pause additional hiring and withhold funding for three vacancies. The intent was to monitor revenues and pandemic developments as well as fill some existing funded vacant positions and bring forth a recommended increase if and when the recommendation could be defended and supported. A list of “Current Unfunded” positions is attached below in Table 1.

On July 29, 2021 the Wastewater Management Division was issued a renewed National Pollutant Discharge Elimination System (NPDES) permit from the US Environmental Protection Agency (US EPA). This permit is effective September 1, 2021. Within the permit, the US EPA had increase sampling requirements including frequency. Specifically ten (10) pollutants are now required to be sampled and analyzed daily. This increased from three (3) pollutants daily. In order to meet these regulatory permit requirements, Wastewater is requesting a position expansion to make laboratory staff available 7 day a week and not impact the facility operations.

REQUEST

Request Approval of Budget Increases for Public Utilities Department Division to fund vacant positions through the 2021/2022 fiscal year and fund one new expansion position for Wastewater Management.

ATTACHMENTS

- Table 1 2021/2022 Unfunded Vacancies
- Table 2 2021/2022 Position Expansion for Wastewater Management

Current Unfunded Positions**TABLE 1**

Pos #	MUNIS Dept	MUNIS Div	Munis-Org	Status	Position Title	Range	Hourly Rate	6 Month Cost
180240	PU	WTR	5050386	VACANT/UNFUNDED	Pipefitter Basic	7	21.10	\$47,848
180344	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	7	21.10	\$47,848
180346	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	7	21.10	\$47,848

TABLE 2

Pos #	MUNIS Dept	MUNIS Div	Munis-Org	Status	Position Title	Range	Hourly Rate	6 Month Cost
TBD	PU	WWM	5000362	New Expansion	Waste Operator Lead	13	28.276	\$57607






THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 14, 2021

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

VIA: SHANNON JONES, PUBLIC UTILITIES DEPARTMENT DIRECTOR 
MIKE DOZIER, WWM DIVISION DIRECTOR 

FROM: EFREN MORALES, WWM PLANT SUPERINTENDENT 

ITEM

Request approval for Amendment #6 to the contract with Alpha Southwest for Emergency Repair in FY 21-22, for an increase in the amount of \$297,930.29.; Request approval of a Budget Adjustment Request/Increase in the amount of \$297,930.29 from the WWMD Cash Balance.

BACKGROUND

Alpha Southwest currently holds a 4 year emergency repair on-call contract with Source of Supply and Wastewater in the amount of \$211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Wastewater treatment facility (Wells, booster pumps, water storage tanks, Disc Filters etc.). The majority of the repairs completed under this contract are critical to the operation of the Wastewater process, collection systems and the wastewater non-potable distribution system. Services obtained by this contractor are typically highly specialized. Examples of this include but are not limited to: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving. Several of the components at the Wastewater Treatment Facility are in dire need of repair. Vital equipment that need repair include disc filter #1, the main Influent pumps and several check valves.

PROCUREMENT METHOD:

ITB '19/07/B for Emergency Repair for Operations and Maintenance (O&M) CIP # 956. This Bid was approved on 12/17/18 for a total of 4 years.

CONTRACT NUMBER:

The FY20 Munis contract number is 3200350

FUNDING SOURCE:

The funding source is:

Fund Name/Number: WWMD Enterprise Fund / 500

Munis Org Name/Number: WW Treatment Plant/ 5000367

Munis Object Name/Number: Repair & Maintenance System Equipment / 520150

RECOMMENDED ACTION

The WWMD respectfully requests approval for Amendment #6 with Alpha Southwest for Emergency Repair in FY 21-22, for an increase in the amount of \$297,930.29; Request approval of a Budget Adjustment Request/Increase in the amount of \$297,930.29 from the WWMD Cash Balance.

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



City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Waste Water					DATE 9/15/2021	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
				.		
WWMD Treatment Plant	5000367	520150		297,930		
				297,930		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 297,930	\$ -	

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract
Amendment #6 With Alpha SW.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(297,930)
TOTAL:	(297,930)

Maya Martinez Prepared By {print name}	9/15/2021 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>Andy Hopkins</i> Andy Hopkins (Sep 15, 2021 16:30 MDT) Budget Officer
 Michael Dozier (Sep 15, 2021 15:44 MDT)	9/15/21 Date	CITY COUNCIL APPROVAL	Finance Director {≤ \$5,000}
Division Director Signature {optional}	Date	City Council Approval Date	Date
 Shannon Jones	9/15/2021 Date	Agenda Item #:	City Manager {≤ \$60,000}
Department Director Signature	Date	Date	Date

**CITY OF SANTA FE
AMENDMENT No. 6 TO
SERVICES AGREEMENT
ITEM #19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462; #21-0274**

AMENDMENT No. 6 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit "C" attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety seven thousand nine hundred thirty dollars and thirty nine cents (\$297,930.39), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million four hundred nineteen thousand three hundred seventy three dollars and forty one cents

VH
A2H

(\$1,419,373.41) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.6 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:

Alpha Southwest Inc.

NAME

TITLE

Date: 15 SEP 2021

CRS # 002328120110926

City of Santa Fe Business

Registration # 225207

ATTEST:

KRISTIN BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 15, 2021 13:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
Business Unit/Line Item

Job Estimate/Set-Up Sheet	
City of Santa Fe WWTP Upgrades	
WO#	
PO#	TBD



Job No.	TBD
----------------	-----

Meghan's Estimate Sheet

Updated	9/8/2021
By: Meghan	

Description of work or products provided:	TS#	QTY.	Price ea.	Total
Item 1: <u>TS-1 Labor</u> : Shop Drawings, Reports, O&M Manuals, Permits, Calculations, Scheduling, Etc.	TS-1	60	\$ 60.00	\$ 3,600.00
Item 2: <u>TS-17a Labor</u> : Travel Time	TS-17a	275	\$ 65.00	\$ 17,875.00
Item 3: <u>TS-7a Labor</u> : Repair, Replacement of Well, Booster Station, and Reservoir Equipment	TS-7a	350	\$ 65.00	\$ 22,750.00
Item 4: <u>TS-8 Labor</u> : Fabrication & Machine Shop Labor	TS-8	200	\$ 75.00	\$ 15,000.00
Item 5: <u>TS-11 Materials</u> : Surgebuster Check Valves, Disc Filter Materials, Flanges, Pipe, Copulings, Elbows, Ball Valves, Etc.	TS-11	1	\$ 95,500.00	\$ 95,500.00
Item 6: <u>TS-11 Misc. Materials</u> : Gaskets, Nuts, Bolts, Paint, Etc.	TS-11	1	\$ 3,315.00	\$ 3,315.00
Item 7: <u>TS-11 Electrical Materials</u> : PLC, VFD, Conduit, Wire, Etc.	TS-11	1	\$ 20,000.00	\$ 20,000.00
Item 8: <u>TS-16a Electrical Labor</u> :	TS-16a	280	\$ 100.00	\$ 28,000.00
Item 9: <u>TS-15 Subcontract Work</u> : Kruger Process Engineer	TS-15	1	\$ 19,800.00	\$ 19,800.00
Item 10: <u>TS-14 Rental Equipment</u>	TS-14	1	\$ 2,176.68	\$ 2,176.68
Item 11: <u>TS-11 Materials</u> : Coating	TS-11	1	\$ 1,500.00	\$ 1,500.00
Item 12: <u>TS-11 Estimated Freight</u>	TS-11	1	\$ 15,000.00	\$ 15,000.00
Item 13: <u>TS-15 Subcontract Work</u> : Tesco Controls	TS-15	1	\$ 46,054.00	\$ 46,054.00
Item 14: Estimated Tax on All Labor Line Items (8.4375%)		1	\$ 7,359.61	\$ 7,359.61

Submitted By: *Meghan Sanchez*

Sub-Total \$ 297,930.29

Alpha Southwest, Inc. Terms.. If you have questions, please feel free to give me a call at 1-505-877-0287 or email me at meghan@alphasw.com



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200350

Contractor: Alpha Southwest

Description: WWMD & Water Division On Call Emergency Repair

Contract Agreement Lease / Rent Amendment

Term Start Date: 2/27/19 Term End Date: 3/30/19

Approved by Council Date: 2/27/19

Contract / Lease: Contract

Amendment # 6 to the Original Contract / Lease # 19-0115

Increase/(Decrease) amount _____

Extend Termination Date to: 6/30/22

Approved by Council Date: Pending

Amendment is for: FY 22 comp increase

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original Contract #19-0115 \$189,765.63 CC approved 2/27/19**

#1 #19-0395 \$189,765.63 CC approved

#2 #20-0212 \$21,687.5 CC approved

#3 #20-0373 \$211,015.63 CC approved

#4 #20-0462 \$298,193.00 CC approved

#5 # 21-0274 \$211,015.63 CC approved

3. Procurement History: 19/07/B 12/17/18

Steen Denny
Frank Denny (Sep 23, 2021 10:53 MDT)

Sep 23, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Adding additional SOW & Comp- Department Must initiate another RFP for fair and competitive process

4. Funding Source: WWMD CIP & Water Enterprise Fund Org / Object: 5000367.520150; 505013

Andy Hopkins
Andy Hopkins (Sep 20, 2021 10:19 MDT)

Sep 20, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



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

BUSINESS REGISTRATION

Business Name: ALPHA SOUTHWEST, INC
DBA: ALPHA SOUTHWEST, INC

Business Location: 205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

Owner: ALPHA SOUTHWEST, INC

License Number: 225207

Issued Date: April 08, 2021

Expiration Date: April 08, 2022

CRS Number: 01-711081-005

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

ALPHA SOUTHWEST, INC
205 ROSSMOOR RD SW
ALBUQUERQUE, NM 87105

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2021

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

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

PRODUCER Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Tonya Huelskamp PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341 E-MAIL ADDRESS: thuelskamp@cressinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER A : Valley Forge Insurance Co 20508 INSURER B : Continental Casualty Company 20443 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prof E&O with Pollution			5093812966	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Occ/Agg \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 6081446186	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE 5093778091	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 5 93848947	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Lease/Ren 400,000
B	Equipment Floater			6081487496	10/1/2020	10/1/2021	Limit 500,000

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

Professional E&O with Pollution, \$3,000,000 Per Occurrence and Aggregate Limit, Policy No. CEO6018485129 with National Fire Insurance of Hartford, Policy Term is 6.2.2020-6.2.2021

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 Maya Martinez
 801 W San Mateo Road
 Santa Fe, NM 87505

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

AUTHORIZED REPRESENTATIVE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

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 PUD/Water/SOS/ WWMD Staff Name Efren Morales, WWMD

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input 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 type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
		Other: <u>4year contract</u>

Efren Morales, WWMD Efren Morales (Sep 15, 2021 15:26 MDT) Efren Morales WW Plant Superintendent 9-15-2021

Department Rep Printed Name (attesting that all information included) Title Date
Fran Duraway Chief Procurement Officer Sep 23, 2021
Fran Duraway (Sep 23, 2021 10:53 MDT)

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 Contract
Electrician Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Great Western Electrical, Inc., herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

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

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

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

F. "You" and "your" refers to Great Western Electrical Inc. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

The Contractor shall provide the following services for the City of Santa Fe's Water Division Facilities, Transmission & Distribution Facilities and Wastewater Division Facilities:

A. The maintenance service to be performed by Contractor, under this Agreement, shall consist of periodic calls to the City's Water Treatment Plant Facility, Transmission & Distribution Facility and the City's Wastewater Treatment Plant Facility by Contractor's representatives. Such performance shall consist of routine inspection, checking, cleaning, lubrication, alignment, repair, troubleshooting and other minor adjustments of the equipment and or instrumentation covered by this Agreement. Contractor shall calibrate and perform maintenance on plant instrumentation.

B. Such maintenance service shall include emergency service calls. Parts shall be an additional cost to the City.

C. Contractor shall provide calibration sheets and job reports.

D. The City shall supply a list of any devices to be worked on.

E. Maintenance service calls to the City's Water Treatment Plant Facility, Transmission & Distribution Facility and the City's Wastewater Treatment Plant Facility shall be scheduled at the convenience of both parties.

F. Contractor shall furnish the City with a written report from Contractor after each service call if requested.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices: The total compensation under this Agreement shall not exceed one hundred sixty thousand dollars (\$160,000) excluding New Mexico gross receipts tax.

The breakdown is as follows:

Fiscal Year 2019 - 2020, forty thousand dollars (\$40,000), excluding New Mexico gross receipts tax.

Fiscal Year 2020 - 2021, forty thousand dollars (\$40,000), excluding New Mexico gross receipts tax.

Fiscal Year 2021 - 2022, forty thousand dollars (\$40,000), excluding New Mexico gross receipts tax.

Fiscal Year 2022 - 2023, forty thousand dollars (\$40,000), excluding New Mexico gross receipts tax.

1) \$70.00 per hour for services rendered between 8:00 A.M. and 5:00 P.M., Monday through Friday.

2) \$105 per hour for services rendered between 5:00 PM and 8:00 AM weekends and holidays.

3) Travel Rates. The City shall reimburse the Contractor \$0.60 per mile round trip from Contractor's facility pursuant to the New Mexico Per Diem and Mileage Act.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor

within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Maieure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods , epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub- contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

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

B. Notice; City Opportunity to Cure.

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

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be

effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination: provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination

defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. Amendment

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

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

9. Status of Contractor

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

10. Assignment

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

11. Subcontracting

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

12. Non-Collusion

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

13. Inspection of Plant

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

14. Commercial Warranty

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

15. Condition of Proposed Items

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

16. Records and Audit

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

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

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

18. Release

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

19. Confidentiality

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

20. Conflict of Interest

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

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

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

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

this section.

21. Approval of Contractor Representative(s)

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

22. Scope of Agreement: Merger

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

23. Notice

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

24. Equal Opportunity Compliance

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

25. Indemnification

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

26. 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.

27. Applicable Law

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

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. 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.

31. Inspection

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

32. Inspection of Services

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

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

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

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

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the

E. requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

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

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

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. 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.

36. 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.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or

service;

- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled " Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the

Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

City of Santa Fe
Public Utilities Department Director
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Scott Burson
Vice President
Great Western Electrical, Inc.
3310 Girard Blvd. NE,
Albuquerque, NM 87107

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

To Contractor:
Scott Burson
Vice President
Great Western Electrical, Inc.
3310 Girard Blvd NE,
Albuquerque, NM 87107

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

42. Succession

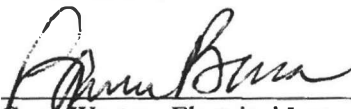
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

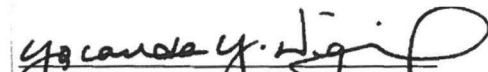
CITY OF SANTA FE:


ALAN WEBBER, MAYOR

CONTRACTOR:


Great Western Electrical Inc.
CRS# 03-057251-00-7
Registration# 19-00110974

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC # 175 6.20.2013

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52631.520400; 52452.520400; 52363.520400
Business Unit Line Item

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents (\$189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents (\$379,531.26) including New Mexico gross receipts tax.

2. TERM.

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

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
Alpha Southwest Inc


ALAN WEBBER, MAYOR

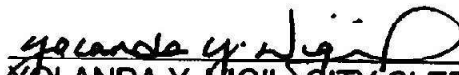

NAME & TITLE
Operations Manager

Date: 5/31/19

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc m 19 5/29/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 4/18

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

**CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. **SCOPE OF WORK**

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

- (1) Over 21 Well Sites
- (2) 14 Ground Storage Tanks
- (3) 2 Reservoirs

- (4) 15 Booster Pump Stations Sites and
- (5) 2 Treatment Plant Sites
- (6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents (\$21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents (\$401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



 ALAN WEBBER, MAYOR

CONTRACTOR:
 Alpha Southwest Inc.

See Attached

 NAME

 TITLE

Date: MAY 1, 2020

Date: _____

CRS # 002328120110926
 City of Santa Fe Business
 Registration #

- (4) 15 Booster Pump Stations Sites and
- (5) 2 Treatment Plant Sites
- (6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents (\$21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents (\$401,218.76) including New Mexico gross receipts tax.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:

Alpha Southwest Inc.

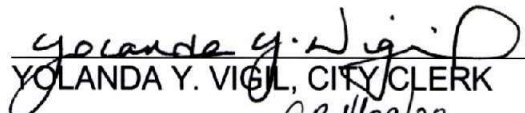

NAME

Vice President
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

 3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115**

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. **COMPENSATION.**

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents (\$211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents (\$612,234.39) including New Mexico gross receipts tax.

2. **AGREEMENT IN FULL FORCE.**

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

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

CITY OF SANTA FE:

AW
ALAN WEBBER, MAYOR

Date: 8/10/2020

ATTEST:
Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 cc

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:

Alpha Southwest Int'l
[Signature]
NAME *Vice President*
TITLE

Date: 5 Aug 20 20

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

5000367.520150; 5050385.520150
Business Unit/Line Item

**CITY OF SANTA FE
AMENDMENT No. 4 TO
SERVICES AGREEMENT
ITEM#19-0115**

ITEM# 20-0462

Munis # 3200350

AMENDMENT No. 4 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. SCOPE OF SERVICES:

Article 2, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred ninety eight thousand one hundred ninety three dollars (\$298,193), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed nine hundred ten thousand four hundred twenty seven dollars and thirty nine cents (\$910,427.39) including New Mexico gross receipts tax.

3. TERM.


Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 through June 30, 2021. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: Sep 18, 2020

CONTRACTOR:

Alpha Southwest Inc.

David M. Yates
David M. Yates (Aug 19, 2020 09:13 MDT)

NAME

Vice President

TITLE

Date: 8/19/2020

CRS # 002328120110926

City of Santa Fe Business

Registration # 225207

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 18, 2020 08:15 MDT)

SENIOR ASSISTANT CITY ATTORNEY

5000375.510320
Business Unit/Line Item



Finance Director

AL
AL

Alpha SW Quote

Bid Item	Updated Estimate	Justification
Tank Cleaning	\$ 13,500.00	Inspection and Cleaning
Transfer Pumps - pull and replace	\$ 20,000.00	City has a replacement pump. Need to pull and overhaul existing immersed pump (to be kept for back-up) and install replacement.
Pipeline Pumps - pull and replace	\$ 92,154.00	Estimated \$30-\$40K (by Carollo) assuming motors in working condition and pumps can be rebuilt, bearings replaced. Full cost carried as contingency.
Hydraulic Calcs / Project Management	\$ 6,400.00	
Replace VFDs	\$ 32,926.66	Replacement recommended by Alpha and Carollo over soft starts. Numerous benefits to VFDs even with a single set flow point. VFD for channel pump still on site. Full cost carries as contingency. Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios.
PLC Replacement	\$ 43,575.00	
Power and Control Wiring	\$ 32,600.00	Assuming full replacement needed
Inspect lighting panel	\$ 1,700.00	Looks OK (Carollo) but carried as a contingency
Replace Mags and Level Sensors	\$ 20,000.00	Scope curtailed based on Carollo review. Replacement of only the discharge mag meter will be required. The suction magmeter is no longer necessary and may remain installed in the exterior vault without modification. Bulk of estimate retained as contingency for possible alternate measurement schemes.
Surge Control System Inspection	\$ 5,235.00	
HVAC	\$ 3,800.00	Current system likely acceptable, carried as contingency
Lighting	\$ 3,100.00	Current system likely acceptable, carried as contingency
Total	\$ 274,990.66	
NMGRT	\$ 23,202.34	
Total	\$ 298,193.00	

ITEM #21-0274

**CITY OF SANTA FE
AMENDMENT No. 5 TO
SERVICES AGREEMENT
ITEM#19-0115; # 19-0395; #20-0212;
#20-0373; #20-0462**

AMENDMENT No. 5 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents (\$211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one million one hundred twenty one thousand four hundred forty three dollars and two cents (\$1,121,443.02) including New Mexico gross receipts tax.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the

following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.5 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jun 16, 2021 15:52 MDT)
ALAN WEBBER, MAYOR

Date: Jun 16, 2021

CONTRACTOR:
Alpha Southwest Inc.


MEghan L Sanchez (Mar 31, 2021 09:31 MDT)

NAME
Operations Manager

TITLE
Date: 3/31/2021

ATTEST:


Kristine Mihelcic (Jun 16, 2021 21:45 MDT)
KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 06/09/2021

CRS # 002328120110926
City of Santa Fe Business
Registration #



CITY ATTORNEY'S OFFICE:


Marcos Martinez (Mar 25, 2021 09:14 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero, Assistant Finance Director (Jun 16, 2021 14:02 MDT)

MARY MCCOY, FINANCE DIRECTOR
5000367,520150; 5050385,520150
Business Unit/Line Item


AJH

Signature: *Shannon Jones*

Email: swjones@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



DATE: September 23, 2021

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager *JLH*
 Shannon Jones, Public Utilities Department Director *SJ*

FROM: Jesse Roach, Director, City of Santa Fe Water *JR*
 Marcos Martinez, Senior Assistant City Attorney *MDM*

ITEM AND ISSUE:

Update to City Approved County Partnership in the San Juan Chama Return Flow Project
 Jesse Roach, jdroach@santafenm.gov 955-4309
 Marcos Martinez, mdmartinez@santafenm.gov 955-6502

BACKGROUND AND SUMMARY:

On August 11th 2021, The City of Santa Fe’s Governing Body voted to enter into an agreement with Santa Fe County (County) which would make the County a partner in the San Juan Chama Return Flow Project (Agenda Item 11-e). When the proposed agreement was taken to the Board of County Commissioners, it was tabled pending feedback from Commissioners. That feedback has resulted in several proposed changes from the County which City Staff recommend for approval. The changes appear as redlined edits in the updated agreement and those changes that are more than editorial are explained briefly and put into context from a City perspective below.

Changes to Recitals E. and F.:

These changes expand and add specificity to areas of cooperation between City and County and potential benefits of the Return Flow Project from a regional perspective. In the opinion of City Staff these changes are acceptable.

Changes to 1.a:

This City requested change would specify that the cost of Lower Santa Fe River Planning attributable to the Project would be split by the City and County rather than having it be 93% paid by the City.

Changes to 6.a:

These proposed changes are the most significant differences from the agreement approved on August 11th, and represent a Lower Santa Fe River planning process that is larger in scope than initially proposed. If costs associated with this larger scope are shared (Changes to 1.a above), these changes are also deemed acceptable by City Staff.

ACTION REQUESTED:

City of Santa Fe Water respectfully requests your review and recommends approval of the updated City – County San Juan – Chama Return Flow Project Agreement.

**CITY-COUNTY
SAN JUAN – CHAMA RETURN FLOW PROJECT AGREEMENT**

This San Juan – Chama Return Flow Project Agreement (“Agreement”) is between the City of Santa Fe (“City”), a New Mexico home-rule municipality, and Santa Fe County (“County”), a political subdivision of the State of New Mexico (together the “Parties”).

Recitals

- A. The United States, Department of Interior, Bureau of Reclamation (Reclamation) and the City are parties to a contract, 05-WC-40-540, for 5,230 acre-feet per year of San Juan-Chama Project (“SJCP”) Water.
- B. The City can divert SJCP water through the Buckman Direct Diversion (BDD) for use within its service area.
- C. Although the City has the right to fully consume all of its SJCP water, a significant portion of potential reuse water is lost because of lack of infrastructure to put the water to beneficial use.
- D. In order to more fully utilize City SJCP water and to meet growing demands in the face of potentially reduced supplies, the Parties desire to partner in the planning, construction, and operation of the Santa Fe SJCP Return Flow Pipeline Project (“Project”), consisting of a pipeline to move unconsumed SJCP water from the Paseo Real Water Reclamation Facility to 1) the Rio Grande for (a) rediversion and full consumption at the BDD or (b) for delivery to a downstream SJCP water user for subsequent exchange with water stored in upstream reservoirs and, should it become both feasible and preferable, 2) direct reuse, including, but not limited to, delivery of unconsumed SJCP water directly to the BDD water treatment plant for direct potable reuse (“DPR”).
- E. This Agreement represents one of four areas of active engagement between the City and County in preparation for a shared water future. The other three areas are in long-term water resources planning, sharing water resources at the BDD, and a Lower Santa Fe River and Tributary water management planning process.
- F. This Agreement is consistent with and furthers an overall conjunctive management strategy, with the objectives of improving drought resiliency, protecting ground water resources, mitigating Project impacts, protecting traditional water uses, including in areas such as La Cieneguilla, La Cienega, El Cañon and La Bajada, and providing supplemental supply to areas dependent on groundwater, such as Hyde Park Estates, Eldorado and Cañoncito. It is similarly consistent with current County master planning and groundwater modeling projects that will identify priority actions that reduce or reverse aquifer decline.

Agreement

1. Project Partnership; General Cost-Sharing and Other Principles.

a. Except to the extent modified pursuant to Paragraph 2(b), the Parties' respective interests in the Project shall be 93% to the City and 7% to the County. Subject to Paragraph 2(b) and Paragraph 14, each Party will pay its respective share of capital, operation, maintenance, replacement, and repair (OMR&R) costs associated with the Project; provided, however, that Lower Santa Fe River Planning, water and financial accounting costs directly attributable to the Project shall be split 50-50 by the Parties.

b. Project Supply is defined as unconsumed SJCP water that is, or could be moved through the Project.

i. Project Supply shall initially consist entirely of the City's unconsumed SJCP water.

ii. Reclamation and the County are parties to a SJCP contract, 05-WC-40-550, for 375 acre-feet of SJCP water (County SJCP Water). If the County does not claim return flow credit for its unconsumed County SJCP Water and it becomes administratively and economically feasible to demonstrate that unconsumed County SJCP Water is delivered to the Paseo Real Water Reclamation Facility, the Parties shall amend this Agreement to add upon mutually agreeable terms such unconsumed County SJCP Water delivered to the Paseo Real Water Reclamation Facility to Project Supply.

c. Capital costs are those costs (1) that may be included in the capitalized costs of the Project under generally accepted accounting principles for state and local governments; (2) that are included in the capitalized costs of the Project, as reflected in the City's financial records; and (3) that were incurred since publication of the Santa Fe Water Reuse Feasibility Study by the City and County in April of 2017.

d. OMR&R costs consist of the direct costs attributable to the OMR&R of the Project, including electricity, parts, contractor payments, benefits and salary of City Staff attributable to the Project, and accounting services necessary to bill the County for its share of capital and OMR&R costs as well as account for the Parties' respective use of Project Supply as required by Paragraph 5.

e. In implementing and operating the Project, the Parties shall owe to each other duties of loyalty, care, and good faith and fair dealing.

2. Construction Costs and Management. The City will have the authority and responsibility to direct and manage the planning, permitting, engineering design, and construction of the Project, subject to the following:

a. Once the City has final construction drawings, they shall be shared with the County Utility Director. If the County has any comments on those drawings, the County will provide those comments to the City within 15 working days, and the City will respond within 15

working days of receiving the County's comments. The County Utility Director must approve the final construction drawings for the Project, which approval shall not be unreasonably withheld.

b. The County's total contribution toward the capital costs of the Project shall not exceed the lesser of \$2 million or 7% of the total capital costs for the Project and is subject to the following:

i. Prior to procuring the construction of the Project, the City shall deliver to the County a certified engineer's cost estimate for the Project. Procurement of the construction services shall only proceed if (i) the certified engineer's cost estimate will cause the County's capital contribution to be less than or equal to \$2 million; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the certified engineer's cost estimate within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the certified engineer's cost estimate would cause the County's capital contribution to exceed \$2 million and the Parties do not agree to have the Project redesigned to bring the certified cost estimate within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

ii. Prior to authorizing the selected contractor to proceed with the construction of the Project, the City shall submit the contractor(s)'s bid to the County. Construction shall only proceed if (i) the contractor(s)'s bid will cause the County's capital contribution to be less than or equal to \$2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount; (ii) the County authorizes additional funds to be allocated toward its capital contribution; (iii) the County agrees to having its interest in the Project reduced; (iv) the Project is redesigned to bring the contractor(s)'s bid within available resources; or (v) the County chooses to end its participation in the Project and terminate the Agreement. If the contractor(s)'s bid would cause the County's capital contribution to exceed \$2 million or, if the County authorized a higher amount pursuant to Paragraph 2(b)(i), that higher amount and the Parties do not agree to have the Project redesigned to bring the contractor(s)'s bid within available resources, then the County shall, within 60 days after the Parties decide not to have the Project redesigned, make its election pursuant to items (ii) and/or (iii) or (v) in the previous sentence; provided, however, that the County shall have the ability to make its additional contributions over a defined time period if doing so does not interfere with the timely delivery of the Project.

c. Except for the payment described in Paragraph 2(d), the County shall reimburse the City for the County's share of the capital costs of the Project incurred by the City after the Project has been tested and accepted by the City or upon expiration of the County's termination option pursuant to Paragraph 6(b), whichever occurs last. For the avoidance of doubt, the Parties recognize and agree that the County may, with the written approval of the Director of City of Santa Fe Water, incur and directly pay for capital costs for the Project, which shall be counted toward its capital contribution under this Paragraph 2.

d. Within thirty (30) days of the execution of this Agreement, the County shall pay the City the sum of \$140,000 to be applied toward the County's share of the capital costs of the Project. This payment is non-refundable, even if the County terminates the Agreement pursuant to Paragraphs 2(b) or Paragraph 6.

3. **OMR&R AND REUSE WATER CHARGE.**

a. Once the Project is tested and accepted, the City will have the authority and responsibility to oversee and conduct Project OMR&R.

b. The City Wastewater Management Division may charge the City Water Division and the County a volumetric charge for effluent as follows:

- i. During the first ten years of this Agreement, there shall be no volumetric charge.
- ii. Beginning in the 11th year of this Agreement and thereafter, the volumetric charge shall be determined in accordance with methodology mutually agreed to by the parties as documented in a written amendment to this Agreement.
- iii. During years 11 through 20 of this Agreement, the volumetric charge shall be no greater than \$1.01 per 1,000 gallons.

Volumetric charges as allowed herein shall be invoiced no more frequently than monthly and payment shall be tendered to the City within thirty (30) days of the date of the invoice. The City Wastewater Management Division may invoice electronically.

c. In January of each year, the Director of City of Santa Fe Water and the County Utility Director shall determine a Project operating plan for the current calendar year. The operating plan shall be designed to ensure that each Party receives its respective share of Project Supply during the calendar year.

d. In January of each year, the City shall deliver to the County the proposed OMR&R budget for the Project for the following fiscal year, including the County's share of OMR&R costs as defined in Paragraph 2(d).

e. At the beginning of each fiscal quarter, the City shall bill the County in advance for OMR&R costs it reasonably expects to incur that quarter. Payment shall be tendered to the City within thirty (30) days of the date of invoice. The City may invoice the County electronically. At the end of each fiscal year, or more frequently if requested by the County, the City shall document its actual costs to the County. The City shall credit the unexpended balance (if any) of the County's contributions at fiscal year end toward the County's contributions in the next fiscal year.

4. **Future Capital Expenditure.** Any capital expenditure beyond the initial capital costs of the Project and ordinary repair and replacement costs included in the annual OMR&R budget shall be the subject of a separate written agreement between the parties.

- 5. Allocation and Delivery of Water; Accounting.** The City is allocated 93% and the County is allocated 7% of Project Supply. The Parties anticipate that a variety of mechanisms, or combinations thereof, will be available for utilizing Project Supply, including the following:
- a. Direct Re-Diversion. If the Project is authorized to receive return-flow credit for Project Supply returned to the Rio Grande and the Parties are permitted to immediately divert the water at the BDD, then the Parties expect the quantity of diversion to equal the amount of return-flow credit, without reduction. For example, if in one year the Project returns 4,000 acre-feet to the Rio Grande, and is given return-flow credit for that full amount, and each Party chooses to take all of its Project Supply as diversion, then the City would divert 3,720 acre-feet of return-flow credit and the County 280 acre-feet.
 - b. Downstream SJCP Water User Exchange. If the Project is authorized to return Project Supply to the Rio Grande for delivery to a downstream SJCP water user and the Parties are permitted to receive an exchange credit allowing for transfer to the Parties' SJCP accounts in Heron, El Vado, or Abiquiu Reservoirs, then the Parties expect the transferred amount will be reduced, resulting in a less than 1 to 1 exchange credit. For illustrative purposes only, if in one year the Project returns 4,000 acre-feet to the Rio Grande for delivery to a downstream SJCP user, and the Parties receive 90% of the delivery (3,600 AF) as a transfer in Heron, then the City's SJCP account in Heron Reservoir would be credited 3,348 acre-feet and the County's SJCP account in Heron Reservoir would be credited 252 acre-feet.
 - c. Direct Reuse.
 - i. The City and County analysis in the 2017 Water Reuse Optimization Feasibility Study concluded that return flow credits are currently the best option for expanding potable water supply via utilization of effluent at the Paseo Real Water Reclamation Facility. At this point, there is technical and regulatory uncertainty associated with near term consideration of DPR at the BDD water treatment plant. If at some point in the future, technology, regulatory compliance, hydrology, or other factors change sufficiently to make DPR a preferable water reuse strategy, a Party or the Parties may utilize Project infrastructure to facilitate a transition from return-flow credits to DPR.
 - ii. Although the Project feasibility and associated permitting is based entirely on return of Project Supply to the Rio Grande, the Parties agree that, where it makes sense, the Project should be designed and constructed to be adaptable over time to accommodate additional direct reuse. For example, Project Supply could be made available for turf irrigation currently being supplied by BDD raw water, to provide supply to the lower Santa Fe River as part of the Lower Santa Fe River planning described in Paragraph 6 below, for use at locations made accessible by connection to the return-flow pipeline, and for direct potable reuse at the BDD water treatment plant.
 - iii. Direct reuse will not require any reduction in the quantity of Project Supply. For example, if DPR is mutually implemented at some point in the future, and

in one year the Project delivers 4,000 acre-feet for DPR, then the City could use 3,720 acre-feet and the County 280 acre-feet of the DPR.

Accounting of each Party's annual Project supply usage will be maintained.

6. Lower Santa Fe River Planning Process; County Termination Option

- a. The County will lead, and the City will actively participate in a stakeholder-involved planning process for the Lower Santa Fe River to develop water management strategies to address river flows and legacy hydrologic impacts in the Lower Santa Fe River and its Tributaries assuming that no San Juan Chama water is available for release into the Lower Santa Fe River. The stakeholder-involved planning process is entirely separate from and in addition to the National Environmental Policy Act (NEPA) review process for the Project. The stakeholder-involved planning process will be established and underway within 180 days of the effective date of this Agreement, and before the Office of the State Engineer application public notice is published. Ideas to be explored during the stakeholder-involved planning process may include developing target flows and hydrographs for the Lower Santa Fe River, accounting for sources and uses of non-Project supply, aquifer recharge in detrimentally impacted areas, and provisional or temporary recommendations for releases from the PRWRF into the Lower Santa Fe River while other strategies await implementation. Within two years of the effective date of this Agreement, the Parties will jointly develop and recommend for approval by their respective governing bodies a Lower Santa Fe River Plan for implementation of any agreed actions.
- b. Should the Parties fail to timely develop a Lower Santa Fe River Plan or should the governing bodies fail to adopt a mutually agreeable Lower Santa Fe River Plan, the County may, but shall not be required to, elect to terminate its participation in the Project, effective at the end of the fiscal year or upon 180-days notice, whichever is later. Should the County choose to terminate its participation in the Project, the County shall have no obligation to reimburse the City for, or directly incur, capital costs for the Project. For the avoidance of doubt, the County shall not be reimbursed for its share of OMR&R expenses incurred through the effective date of the termination. The County's termination option expires 2 years and six months after the effective date of this Agreement.

7. Substitution of Treated Effluent to Supply Turf Irrigation. The County and the Club at Las Campanas (The Club) are parties to the Raw Water Supply Agreement dated November 15, 2011, for supply of up to 600 acre-feet per year of raw water derived from the BDD for turf irrigation. The City is party with Las Campanas Limited Partnership to the Settlement Agreement dated September 30, 2003, that provides for delivery by the City to Las Campanas of up to 450 acre-feet per year of treated effluent for turf irrigation through 2027. The Parties agree to work with The Club in good faith to evaluate the existing supply methods and agreements in order to seek potential efficiency improvements that will benefit all parties, including by updating, extending, or changing existing agreements. By substituting treated effluent for raw water for

supply of turf irrigation, additional supply from the BDD may be available for potable uses. To this end, the Parties will work to complete terms of agreement with The Club by the end of 2022.

8. Term; Decennial Review of Terms.

a. This Agreement shall be effective on the latest signature date below and shall continue thereafter unless terminated by mutual agreement of the Parties or pursuant to Sections 2(b) or 6(b).

b. As used herein, a “Material Change in Circumstances” means a material change in circumstances that would make continuation of the then-current terms of this Agreement inequitable to a Party or contrary to the public good. On the tenth anniversary of this Agreement and every ten years thereafter, the Parties agree to evaluate whether there has been a Material Change in Circumstances. In the event that the Parties cannot agree (1) whether there has been a Material Change in Circumstances or (2) what should be done in light of the Material Change in Circumstances (e.g., an amendment to the Agreement or termination of the Agreement), either Party may, subject to Paragraph 10, seek a declaration from the First Judicial District Court (1) that there has been a Material Change in Circumstances and (2) that the Agreement should be terminated as a result. The Court may condition termination of the Agreement upon such terms as are necessary to avoid unjust enrichment or undue hardship, such as requiring the Party who would continue to benefit from the Project to reimburse the other Party for its share of capital expenditures, delaying the effective date of termination to allow a Party to secure a replacement supply of water, and requiring the Party who would continue to benefit from the Project to contribute toward the cost of the replacement supply of water. Nothing herein shall preclude the Parties from amending this Agreement outside of the decennial Material Change in Circumstances review process described herein.

9. Amendment. This Agreement may be modified only by a written agreement between the Parties.

10. Dispute Resolution. All disputes arising under this Agreement, including those related to OMR&R, annual OMR&R budgets, and payment arising under Paragraph 3, shall be subject to this Paragraph 10. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, secs. 44-7B-1 through 44-7B-6 prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 60 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies

11. Entire Agreement. This Agreement contains the Entire Agreement between the City and County with regard to the matters set forth herein.

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

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

14. Non-Appropriations Clause. So as to comply with NMSA 1978, Section 6-6-11 (1968) and N.M. Const., art. IX, Section 10, the County's and City's obligations in future fiscal years are contingent upon sufficient appropriations and authorizations being made by their respective governing bodies. The City and County are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure.

15. Notices.

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

To the City:

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

With a copy to:

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

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

To the County:

Santa Fe County Utilities Director
Santa Fe County
PO Box 276

Santa Fe, N.M. 87504-0276
Phone: 992-9870
Fax: 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

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

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

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

16. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the Parties may enforce this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

CITY OF SANTA FE

Alan Webber, Mayor

Date

ATTEST:

Kristine Bustos-Mihelcic,
City of Santa Fe Clerk

Date

APPROVED FOR FINANCES:

Mary McCoy, City Finance Director

Date

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 23, 2021 16:46 MDT)

Senior Assistant City Attorney

Sep 23, 2021

Date

SANTA FE COUNTY

Henry P. Roybal, Chair
Board of County Commissioners

Date

ATTEST:

Katharine E. Clark, County Clerk

Date

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

Date

FINANCE DIVISION APPROVAL

Yvonne S. Herrera, Finance Director

Date



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202765

Contractor: Santa Fe County

Description: County Partnership in the San Juan Chama Return Flow Project

Contract Agreement Lease / Rent Amendment

Term Start Date: upon approval Term End Date: Continue thereafter

Approved by Council Date: Pending

Contract / Lease: \$140,000 deposit from county to city

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: term extension

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

3. Procurement History: Exempt - Government Agreement, memo attached

Stan Denny Fran Denny (Jun 9, 2021 10:34 MDT) Jun 9, 2021
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: Water Enterprise **Org / Object: 5050381**

Andy Hopkins Andy Hopkins (Jun 9, 2021 17:14 MDT) Jun 9, 2021
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: No Procurement / Governmental Agreement

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 Utilities Department / Water Division Staff Name Jesse Roach


Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input 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"/>	Executed 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"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Jesse Roach, Water Division Director  5/10/21
Department Rep Printed Name (attesting that all information included) Title Date


Fran Dunaway (Jun 9, 2021 7:34 MDT) Chief Procurement Officer Jun 9, 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 any resulting contract.

Signature:

Email: mdmartinez@ci.santa-fe.nm.us

Signature:








Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Created:	2021-06-02
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA37YtUbwbmrNFjINBi1zPXBdEsqYuEeYg

"SFC SJC" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-02 - 4:21:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@ci.santa-fe.nm.us) for signature
2021-06-02 - 4:21:51 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@ci.santa-fe.nm.us)
2021-06-02 - 4:27:57 PM GMT- IP address: 63.232.20.2
-  Maya Martinez (mfmartinez@ci.santa-fe.nm.us) replaced signer Marcos Martinez (mdmartinez@ci.santa-fe.nm.us) with Irene Romero (ikromero@santafenm.gov)
2021-06-02 - 8:50:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Irene Romero (ikromero@santafenm.gov) for signature
2021-06-02 - 8:50:16 PM GMT
-  Email viewed by Irene Romero (ikromero@santafenm.gov)
2021-06-02 - 8:53:38 PM GMT- IP address: 104.47.64.254
-  Document canceled by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-03 - 10:44:56 PM GMT- IP address: 63.232.20.2

Signature: 








Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Created:	2021-06-03
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAGWSiBRL5BBI8m0F73_o5cuuExGLibq3

"SFC SJC" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-03 - 10:50:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-06-03 - 10:51:16 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-06-03 - 11:10:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-06-03 - 11:10:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-06-03 - 11:10:56 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-06-03 - 11:45:57 PM GMT- IP address: 174.28.80.214
-  Document canceled by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-06-04 - 1:42:09 PM GMT- IP address: 63.232.20.2

Signature: *Shannon Jones*

Email: swjones@santafenm.gov

Signature: Marcos D. Martinez

Marcos D. Martinez (Sep 24, 2021 08:00 MDT)

Email: mdmartinez@ci.santa-fe.nm.us

Signature: *Shannon Jones*

Email: swjones@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

Signature: *Jarel Lapan Hill*

Email: jlapanhill@ci.santa-fe.nm.us



City of Santa Fe New Mexico

Memorandum



DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE
FINANCE COMMITTEE
AND GOVERNING BODY

SEPTEMBER 27TH 2021
OCTOBER 4TH 2021
OCTOBER 13TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones

SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

Terry Lease

FROM: TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AT BUCKMAN BOOSTER STATION NO. 4.

ITEM AND ISSUE:

Staff seeks approval of a lease agreement with Cellco Partnership d/b/a Verizon Wireless for the use of an existing, City-owned water tank and nearby ground space at the Buckman Booster Station No. 4 located on Camino La Tierra in Santa Fe County.

BACKGROUND AND SUMMARY:

The proposed agreement allows the lessee to continue to operate and maintain telecommunications facilities installed under a previous Option and Easement Agreement between each party's predecessor-in-interest at the property. Under the new agreement, rent increases from \$646/month to \$2,000/month and thereafter escalates annually at a rate of 2.5%. The initial lease term is five years, with the lessee's option to extend the agreement for three additional five-year terms. \$613,072 in total projected revenue will accrue to Public Utilities enterprise business unit 51300. The effective date of the lease coincides with the termination of the Option and Easement Agreement. Any new or expanded facilities would require a lease amendment to be enacted by the Governing Body. Upon termination, the lessee will remove its equipment and facilities and return the premises to the City.

A previous version of the proposed agreement was approved by the Governing Body in April, 2020 but not executed. In this current version the lessee's name has been corrected; the lease premises and access road are further delineated; the description of the lessee's facilities is correlated to definitions in federal rules in order to clarify the lessee's right to install equipment upgrades; and the cost to relocate the lessee's facilities if required, shall be reimbursed by the City.

ACTION REQUESTED:

Staff recommends approval of the lease agreement attached hereto.

ATTACHMENTS:

Proposed lease agreement with Exhibits A, B and C (41 pages)

Fiscal Impact Report (NOT USED)

Summary of Contracts (2 pages)

Certificate of Insurance (2 pages)

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA FE
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

This **LEASE AGREEMENT** (“Agreement”) is entered into this _____ day of _____ 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico (“Lessor”) and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a **VERIZON WIRELESS**, (“Lessee”) (collectively, the Parties, and each individually, a Party).

WHEREAS:

Lessor is the owner of a certain property known to the Lessor as **BUCKMAN BOOSTER STATION NO. 4** and to the Lessee as **NM4 LAS CAMPANAS** (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

WITNESSETH:

In consideration of the Lessee’s promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

1. PREMISES

A. Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

2. EFFECTIVE DATE

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee’s sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement.

B. The existing Base Station is described and illustrated in **Exhibit C** to this Agreement.

C. **Eligible Facilities Request**. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (**Eligible Facilities Request**) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. **Other Modifications**. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. **Failure to Provide Consent**. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. **Installation and Construction**. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (**Pre-Construction Meeting**) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule.

G. **Repairs**. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (**Repairs**) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. **Relocation**. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

5. UTILITIES

A. Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on **Exhibit B**. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use. Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee delivers to Lessor written notice of Lessee’s intent not to automatically renew at lease ninety (90) days before the end of the then current term. The initial Term and any Renewal Terms are hereinafter referred to collectively as the “Term” with three (3) “Optional Additional Terms” of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the “Term”.

7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars (\$2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor’s bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply to first to any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) (Rent Escalation) over the Rent and Holdover Rent in effect during the prior month.

8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in Exhibit C, subject to normal wear and tear and damage from the elements, and subject to Lessee’s rights to repair and replace its facilities and equipment.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Property and the Access Road, to the extent caused by Lessee’s (i) construction, operation, maintenance, or other use; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Property and the Access Road to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee’s reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

9. HOLDOVER & HOLDOVER RENT

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that: (i) the Term shall then be month-to-month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B. Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that exist as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11A., and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Base Station, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

- (i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents (\$2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax actually payable by Lessor provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, or the Access Road.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes-previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

- (i) any change of stock ownership, partnership interest, or complete control of Lessee; or
- (ii) transfer upon partnership or corporate dissolution of Lessee; or
- (iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which the Agreement may be Sold, Assigned or Transferred. Lessor acknowledges and agrees that this Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

- (i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or
- (ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Agreement:

- (i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or
- (ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

- (i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or
- (ii) to declare this Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Agreement if the performance

remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Agreement:

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or

(iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Agreement pursuant to Section 16.A(iii), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent (if any) for the then current lease year. Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Agreement if:

(i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Property or Access Road, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Property or the Access Road is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Property and Access Road, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Property or the Access Road, except as specifically provided for pursuant to this Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, or the Access Road, to the extent

caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, or the Access Road before the date of this Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Agreement.

21. NOTICES

All notices and demands in regards to this Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22 WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Agreement is and shall be treated for all purposes and considered for all intents as an “unexpired lease of nonresidential real property,” and the Rent is and shall be treated for all purposes and considered for all intents as “rent” under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor’s property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of the Lessee's facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a “Memorandum of Lease” in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibits attached hereto, the words of this Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person

acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor- authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Property and the grantee of the Access Road, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the Santa Fe County land Development Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Lessee's facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Agreement. In no event shall such indemnification obligations under this Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, or the Access Road, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Lessee's facilities, except to the extent

such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and

(v) any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Property or the Access Road. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Property or Access Road, or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Agreement.

C. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any Section or provision of this Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630,126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. “As Is” Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises “AS IS” and Lessor does not represent that the Premises is suitable for Lessee’s intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property.

R. No Partnership. This Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement. Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES
APPEAR ON THE FOLLOWING PAGE.]

ITEM _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____, 2021.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

51150.460350
BUSINESS UNIT/LINE ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021
by Desmond Jackbir.

Commission Expires: _____
(Seal)

Notary Public

EXHIBIT A
Special Warranty Deed
(6 pages)

Closing Document No. 2.2

SPECIAL WARRANTY DEED
(Real Property/Urban)

PUBLIC SERVICE COMPANY OF NEW MEXICO (including its division **Sangre de Cristo Water Company**), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;
2. Liens for taxes, assessments and governmental charges not yet due and payable;
3. Zoning laws and ordinances and similar governmental land use regulations; and
4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.



COUNTY OF SANTA FE
STATE OF NEW MEXICO 909, 185 973
I hereby certify that this instrument was filed
for records on the 3 day of July A.D.
19 98 at 9:53 o'clock am
and was recorded in book 1178
page 377-425 of the records of
Santa Fe County.
Witness my Hand and Seal of Office
Jonas G. Armiste
County Clerk, Santa Fe County, N.M.
Victoria Clayton
Deputy

Exhibit A

1178379

EXHIBIT INDEX TO SPECIAL WARRANTY DEED (REAL PROPERTY/URBAN)

<u>EXHIBIT</u>	<u>TRACT NO.</u>	<u>COMMON NAME</u>
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
L	Tract 26	Santa Fe Well
* M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

Exhibit A

1178417

FEE SIMPLE: TRACT 27

Buckman Booster Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E., N.M.P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T.17 N., R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No. 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Pouls Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300.15 feet to a S. & W. capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

TOGETHER WITH

EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows: Beginning at a point on the west property line of Booster Station No. 4, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described. Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Exhibit A

1178418

SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 644, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

Exhibit A

1178419

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

EXHIBIT "M", PAGE 3 OF 3

NM4 LAS CAMPANAS

ITEM _____

Exhibit B

Existing Utility Route Sketch
(2 pages)

Exhibit B

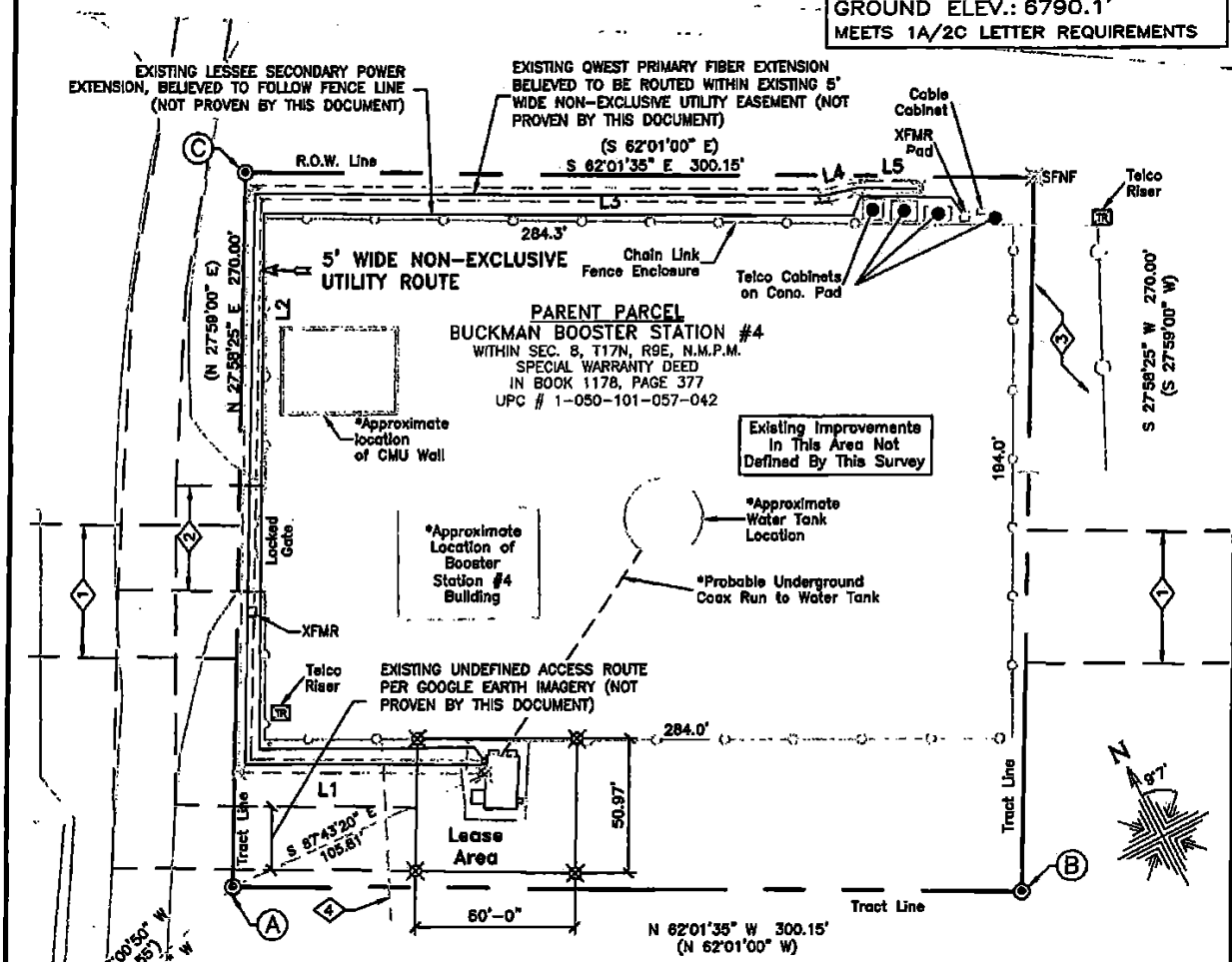
EXISTING UTILITY ROUTE SKETCH

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

CAMINO LA TIERRA
REGISTERED COUNTY ROAD

**COORDINATE REPORT
(NADB3/NAVD88)**
LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS



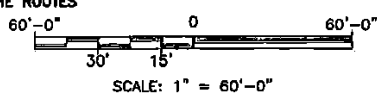
LEGEND

- ◆ FOUND 5/8" REBAR W/ALUMINUM CAP STAMPED "K&P 1358 20" [SW CORNER SECTION 8]
- ⊙ FOUND SURVEY MONUMENT (AS NOTED)
- ⊗ CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- () BEARING AND DISTANCE IN PARENTHESIS ARE FROM DOCUMENTS OF RECORD
- * SHOWN FOR REFERENCE, NOT DEFINED BY THIS SURVEY

NOTES:

- 1) UTILITY ROUTES SHOWN HEREIN ARE BASED ON HISTORICAL DATA AND REASONABLE ASSUMPTIONS, AND ARE NOT PROVEN BY THIS DOCUMENT.
- 2) PRIVATE UTILITY LOCATES ARE RECOMMENDED TO CONFIRM THE ROUTES SHOWN.

LINE	BEARING	DISTANCE
L1	N 82°01'35" W	81.45'
L2	N 27°58'25" E	218.48'
L3	S 62°01'35" E	217.21'
L4	S 76°33'37" E	13.87'
L5	S 62°01'35" E	21.69'



<p>DESIGNED FOR:</p> <p>4821 EUBANK NE ALBUQUERQUE, NEW MEXICO 87111</p>	<p>DESIGNED BY:</p>	<p>PROJECT NAME: VZW NM4 LAS CAMPANAS</p> <p>PROJECT ADDRESS: BUCKMAN BOOSTER STATION #4</p> <p>SHEET TITLE: LEASE EXHIBIT A</p> <p>BY: DWV</p> <p>DATE: 10/11/2019 9:40 AM</p>
		<p>SHEET NUMBER: SK1</p>

Exhibit B

KEYED NOTES

- (A) FOUND #4 REBAR W/CAP STAMPED "LS 7014"
[HELD FOR ORIGIN OF SURVEY]
- (B) FOUND #4 REBAR W/CAP STAMPED "LS 7014"
[HELD FOR ALIGNMENT]
- (C) FOUND #5 REBAR W/ALUMINUM CAP
STAMPED "S&W 5837"
- ① 60' WIDE P.N.M. WATERLINE EASEMENT
BOOK 092, PAGE 978-984
SANTA FE COUNTY RECORDS
- ② 40' WIDE ACCESS EASEMENT
BOOK 592, PAGE 975
SANTA FE COUNTY RECORDS
- ③ GAS COMPANY OF NEW MEXICO
Non-Accessible Chain Link Enclosure
- ④ **CAUTION:**
Approximate Location of Potential
Underground 2" PVC Pipe
[Shown on Record Plat Filed June 30, 1994,
Book 278, Page 045]

REFERENCE DOCUMENTS:

1.	NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2.	SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY, NM.
3.	GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR) AND PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTEE), RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975, RECORDS OF SANTA FE COUNTY, NM.
4.	MEMORANDUM OF OPTION & EASEMENT AGREEMENT, BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR) AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS DOCUMENT NO. 903.924, IN BOOK 1162, PAGE 647, RECORDS OF SANTA FE COUNTY, NM.
5.	PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK 278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR:  4821 EUBANK NE ALBUQUERQUE, NEW MEXICO 87111	DESIGNED BY: 	PROJECT NAME: VZW NM4 LAS CAMPANAS PROJECT ADDRESS: BUCKMAN BOOSTER STATION #4 SHEET TITLE: LEASE EXHIBIT A BY: DWW DATE: 10/11/2019 9:40 AM	SHEET NUMBER: <div style="font-size: 24pt; font-weight: bold;">SK2</div>
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Exhibit C

Verizon wireless

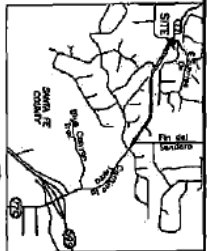
NM4 LAS CAMPANAS

BUCKMAN BOOSTER STATION #4

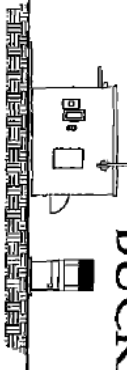
PARCEL NO. #1050101057042

SANTA FE, NEW MEXICO

SANTA FE COUNTY



VICINITY MAP
SANTA FE COUNTY
NORTH



SOUTHWEST ELEVATION

GENERATOR INSTALLATION PROJECT

422 MOUNTAINVIEW BLVD., STE 5 ALBUQUERQUE, NM 87109
Tel: 505-232-6884 Fax: 505-232-6888

Verizon wireless
4821 ELBANK, NE
ALBUQUERQUE, NM 87111

THIS PROJECT HAS BEEN REVIEWED BY VERIZON WIRELESS. VERIZON WIRELESS HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN COMPLIANCE WITH THE VERIZON WIRELESS STANDARDS AND REQUIREMENTS.

NO.	DESCRIPTION	DATE	BY	CHK.
1	PROVISIONAL - NOT FOR CONSTRUCTION	08/24/07	BOB	BOB
2	APPROVED FOR CONSTRUCTION	11/07/07	BOB	BOB
3	REVISION LANDSCAPING PLAN	04/25/08	BOB	BOB
4	REVISION LEAS, AEA, AND EQUIPMENT DIMENSIONS	10/24/08	BOB	BOB

APPROVED
FOR CONSTRUCTION

**NM4 LAS CAMPANAS
GENERATOR
INSTALLATION**

**BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM**

PROJECT SHEET

TITLE SHEET

OF 03-13

SHEET NUMBER
11

NO.	DESCRIPTION	DATE	BY	CHK.
1	PROVISIONAL - NOT FOR CONSTRUCTION	08/24/07	BOB	BOB
2	APPROVED FOR CONSTRUCTION	11/07/07	BOB	BOB
3	REVISION LANDSCAPING PLAN	04/25/08	BOB	BOB
4	REVISION LEAS, AEA, AND EQUIPMENT DIMENSIONS	10/24/08	BOB	BOB

SHEET INDEX		PROJECT INDEX	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	PROVISIONAL - NOT FOR CONSTRUCTION	1	PROVISIONAL - NOT FOR CONSTRUCTION
2	APPROVED FOR CONSTRUCTION	2	APPROVED FOR CONSTRUCTION
3	REVISION LANDSCAPING PLAN	3	REVISION LANDSCAPING PLAN
4	REVISION LEAS, AEA, AND EQUIPMENT DIMENSIONS	4	REVISION LEAS, AEA, AND EQUIPMENT DIMENSIONS

GENERAL PROJECT NOTES	
<p>1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SANTA FE ORDINANCES AND THE SANTA FE COUNTY ZONING ORDINANCES. THE CITY OF SANTA FE ORDINANCES ARE AVAILABLE AT THE CITY CLERK'S OFFICE, 100 W. WASHINGTON BLVD., SANTA FE, NM 87501. THE SANTA FE COUNTY ZONING ORDINANCES ARE AVAILABLE AT THE COUNTY CLERK'S OFFICE, 100 W. WASHINGTON BLVD., SANTA FE, NM 87501.</p>	<p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY.</p>
<p>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY.</p>	
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<p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY.</p>	
<p>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE SANTA FE COUNTY.</p>	
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GENERAL PROJECT NOTES:

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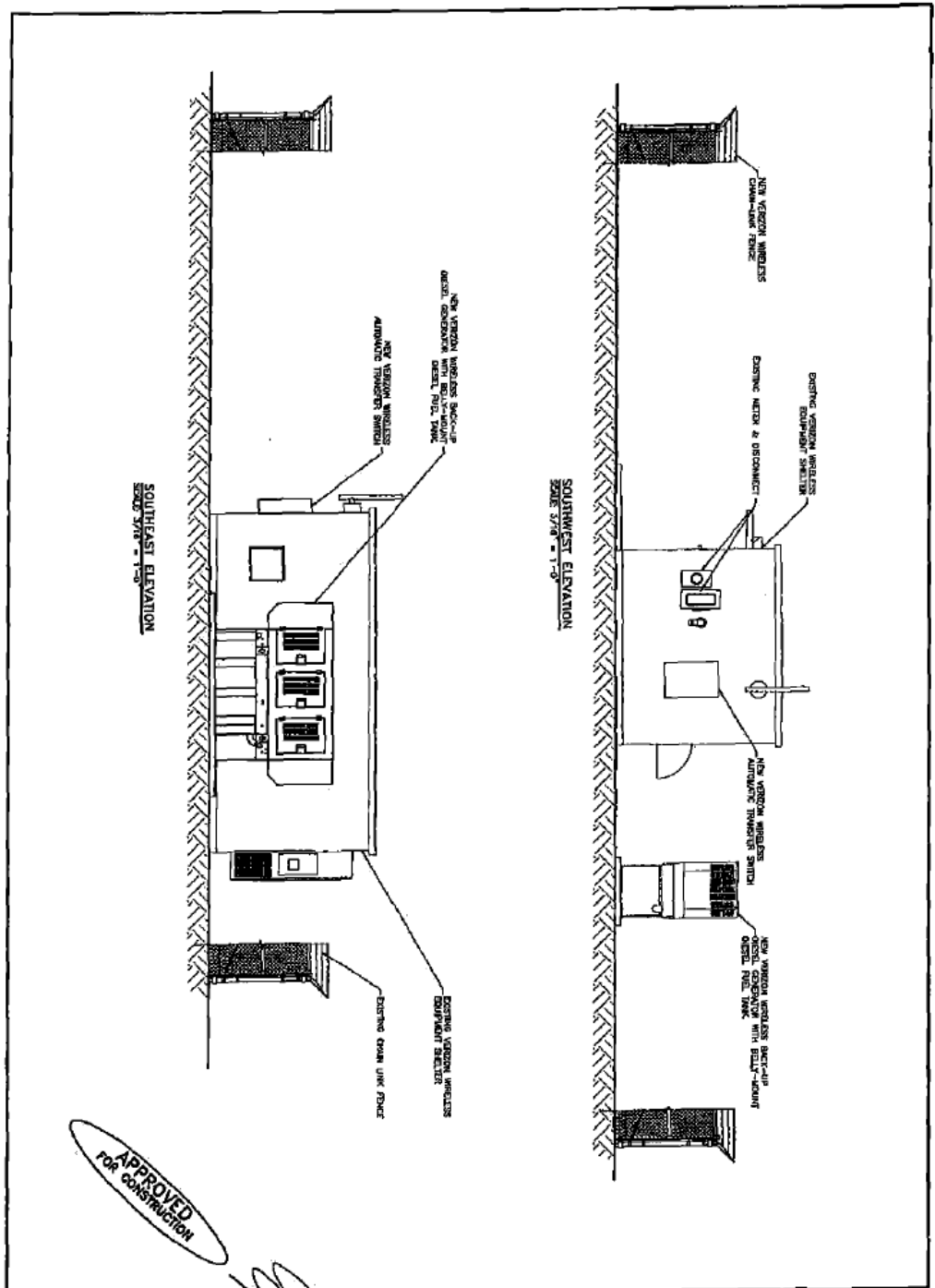
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Exhibit C



VERIZON WIRELESS
 1430 W. WASHINGTON ST. SUITE 100
 ALBUQUERQUE, NM 87102
 TEL: 505-252-1884 FAX: 505-252-1888

TowerCom TECHNOLOGIES
 4502 MONTGOMERY BLVD, NE. SUITE 5 ALBUQUERQUE, NM 87108
 Tel: 505-252-1884 Fax: 505-252-1888

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY - NOT FOR CONSTRUCTION	08/04/03	MB	MB
2	APPROVED FOR CONSTRUCTION	12/07/04	MB	MB
3	ADDED LANDSCAPING PLAN	04/26/04	RT	MB
4	ADDED TIRE AREA AND EQUIPMENT GUIDELINES	10/24/08	RT	MB

DESIGNED BY:
JASON D. DICKMAN
 REGISTERED PROFESSIONAL ENGINEER
 NEW MEXICO
 NO. 1446

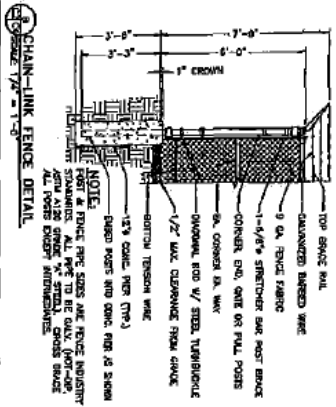
CLIENT:
NM4 LAS CAMPANAS GENERATOR INSTALLATION

PROJECT LOCATION:
**BUCKMAN BOOSTER STATION #4
 SANTA FE COUNTY, NM**

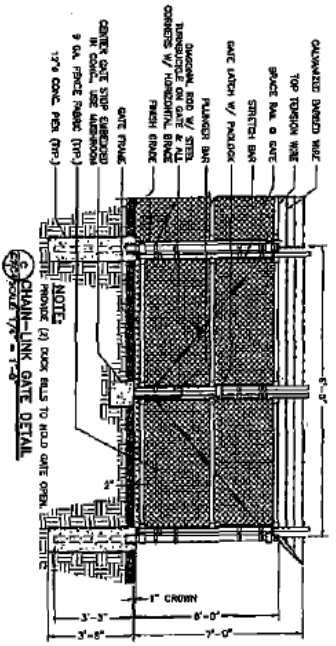
PROJECT NUMBER:
07-037-181

DATE:
C-3

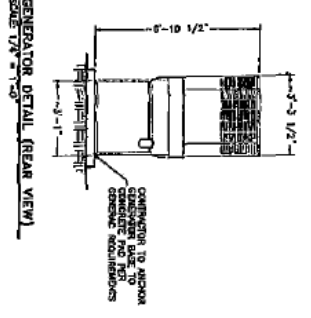
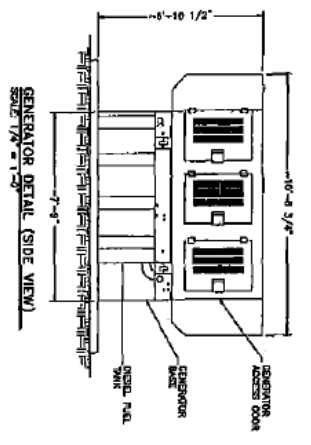
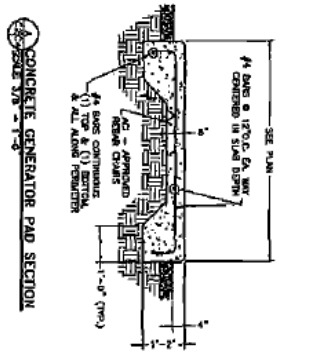
Exhibit C



NOTE:
 FERT & RENEW PIPE SIZES ARE FENCE INDUSTRY STANDARDS. ALL PIPE TO BE GALV. (POSTS & RAILS) FROM SAME MANUFACTURER.
 ALL POSTS EXCEPT INTERMEDIATES.



NOTE:
 PROVIDE (2) DOCK BOLTS TO HOLD GATE OPEN.



APPROVED FOR CONSTRUCTION

JASON D. DICKMAN
 REGISTERED PROFESSIONAL ENGINEER
 (4480)
 NEW MEXICO

lower.com TECHNOLOGIES
 4022 MIDWAY BLVD, NE, SUITE 2 ALBUQUERQUE, NM 87109
 TEL: 505-232-1104 FAX: 505-232-4828

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	05/04/08	MS	MS
B	APPROVED FOR CONSTRUCTION	07/07/08	MS	MS
C	ADDED LANDSCAPING PLAN	07/29/08	MS	JUD
D	ADDED LEASE AREA AND EQUIPMENT DIMENSIONS	10/24/08	MS	MS

Verizon Wireless
 4001 BRINK, NE
 ALBUQUERQUE, NM 87111

PROJECT ADDRESS
 INM4 LAS CAMPANAS
 GENERATOR
 INSTALLATION
 BUCKMAN BOOSTER
 STATION #4
 SANTA FE COUNTY, NM

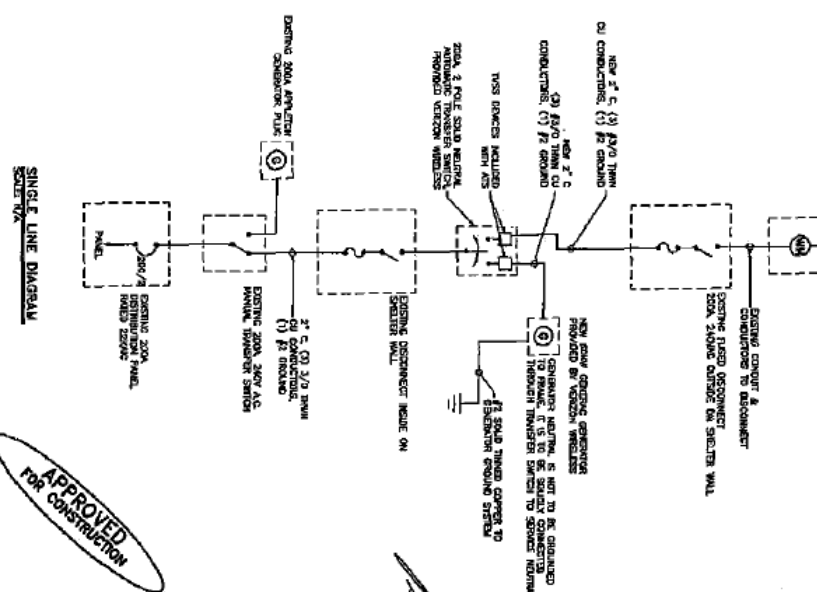
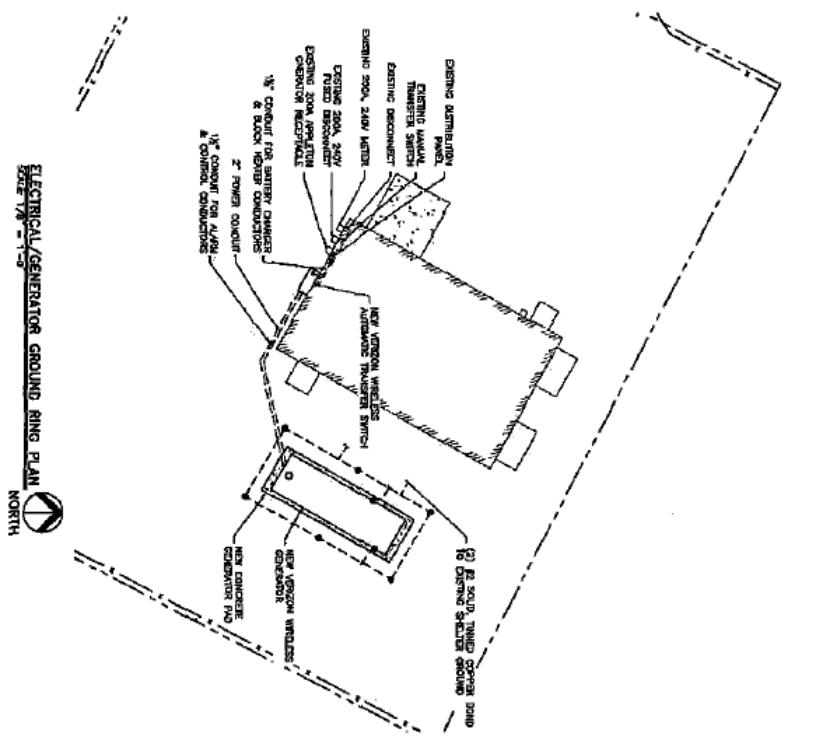
SECTION & DETAILS
 SHEET NUMBER 03-057-131
 SHEET TOTALS C4

Exhibit C

GROUNDING LEGEND

- ▲ GROUND CONNECTION
- 5/8" x 8" CU CLAD GROUND ROD
- MECHANICAL CONNECTION
- 2" SOLID, THREADED COPPER DRINK
- 2" POWER CONDUIT
- 1/2" CONDUIT FOR ALARMS & CONTROL CONNECTIONS

NOTES:
 1. CONNECTION TO EXISTING TIE EXISTING SERVICE IS SHOWN FOR PRESENT FILE USE.
 2. CONNECTIONS TO TIE WITH EXISTING PER. WEL. TRANSFORMER ARE SHOWN FOR PRESENT FILE USE.



APPROVED FOR CONSTRUCTION

Vertical
 Vertical Construction
 4520 LANTANA BLVD., NE, SUITE 5 ALBUQUERQUE, NM 87106
 Tel: 505-232-8284 Fax: 505-232-4888

NO.	DESCRIPTION	DATE	BY
1	PREPARED - NOT FOR CONSTRUCTION	08/21/03	MS
2	APPROVED FOR CONSTRUCTION	12/07/03	MS
3	ADDED LANDSCAPING PLAN	04/29/04	RT
4	ADDED LAKE AREA AND EQUIPMENT DIAGRAMS	10/24/04	RT

SCOTT STARKINS
 REGISTERED PROFESSIONAL ENGINEER
 NO. 17281
 STATE OF NEW MEXICO

PROJECT NAME:
 NM4 LAS CAMPANAS GENERATOR INSTALLATION

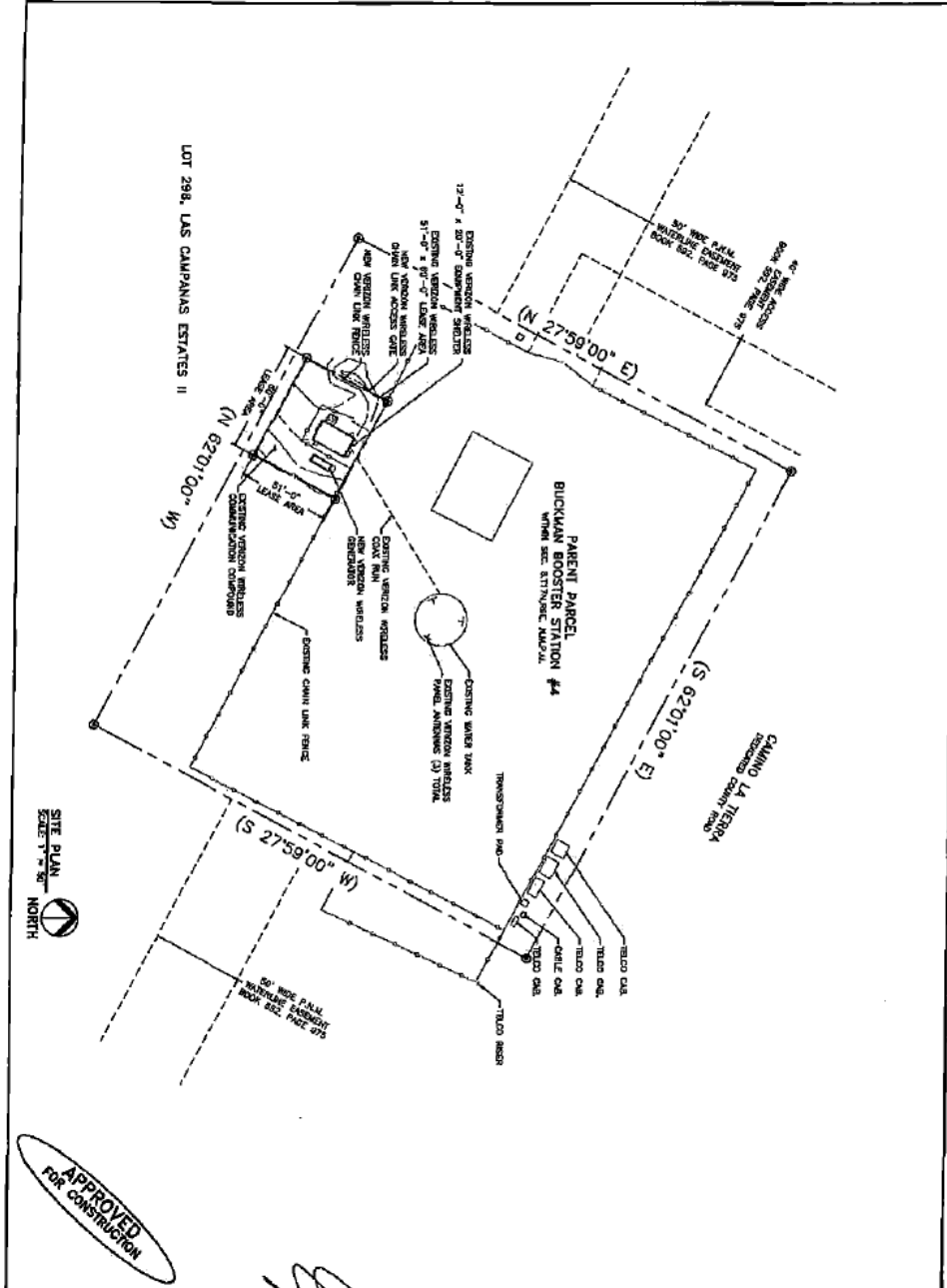
OWNER:
 BIRCHMAN BOOSTER STATION #4
 SANTA FE COUNTY, NM

DATE:
 01-10-07

PROJECT NUMBER:
 07-107-131

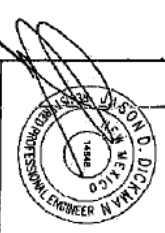
SCALE:
 E1

Exhibit C




SITE PLAN
SCALE: 1" = 50'
NORTH

APPROVED FOR CONSTRUCTION



DESIGNED BY



4520 MIDWOODWAY BLVD. W. SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-232-4864 Fax: 505-232-4858

vertical wireless
4001 KILGORE, N.E.
ALBUQUERQUE, NM 87111

THIS DOCUMENT AND ANY INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE U.S. GOVERNMENT TO MAKE AVAILABLE TO THE PUBLIC ALL INFORMATION THAT IS NOT WITHHELD BY EXECUTIVE ORDER. ANY INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

REV	DESCRIPTION	DATE	BY	CHK
1	PRELIMINARY - NOT FOR CONSTRUCTION	09/24/03	MM	MM
2	IMPROVED FOR CONSTRUCTION	12/07/03	MM	MM
3	ADDED LANDSCAPING PLAN	07/23/04	MT	MM
4	ADDED LEASE AREA AND EQUIPMENT DIMENSIONS	10/24/08	ST	MM

PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION

PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
SITE PLAN

PROJECT NUMBER:
07-001-131

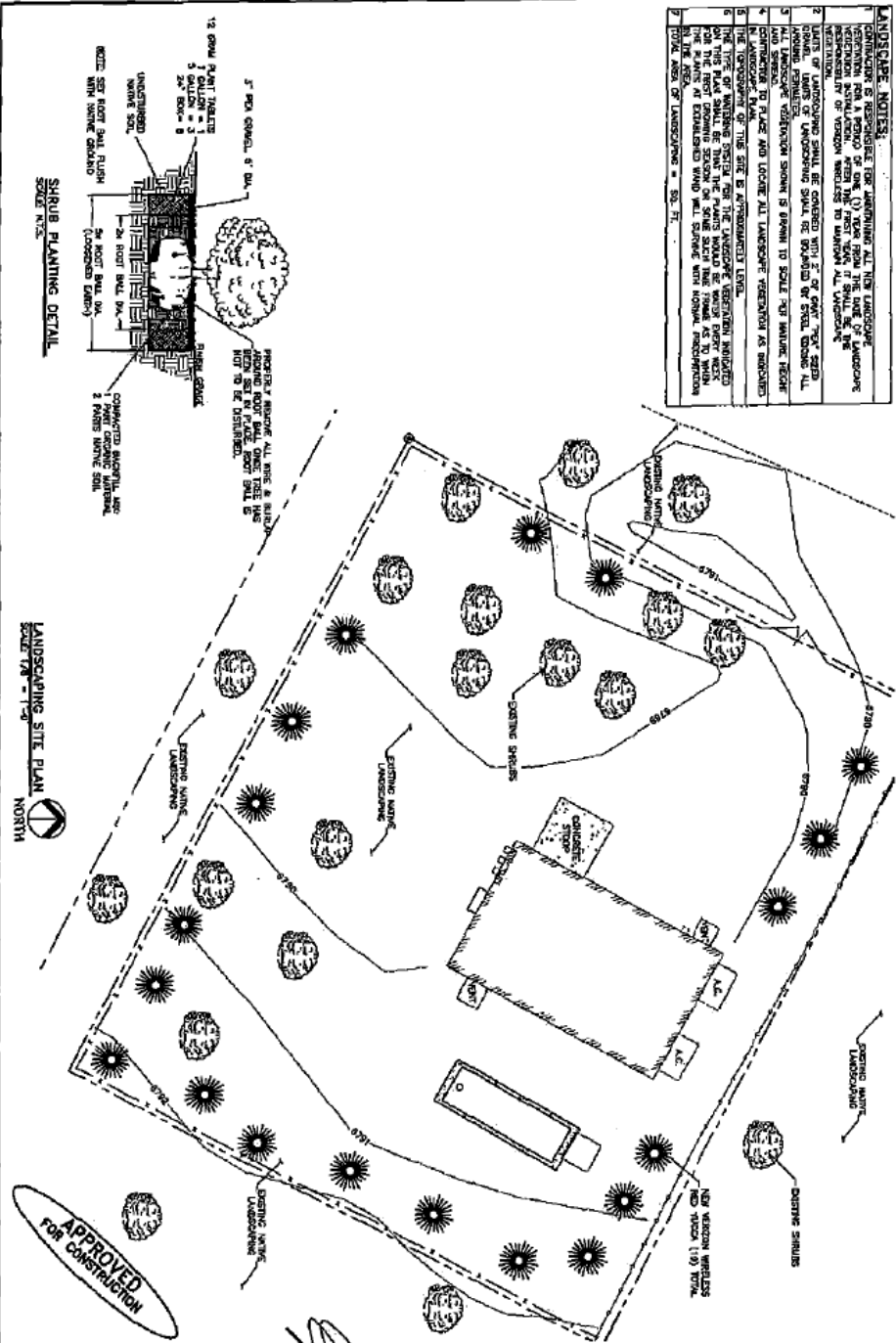
SHEET NUMBER:
C1

Exhibit C

LANDSCAPE VEGETATION SCHEDULE

CONTRACT NAME	BOTANICAL NAME	QUANTITY	PLANT HEIGHT	PLANT SPACING	ANNUAL SIZE AT PLANTING	WATER REQUIREMENT
NO. 1000	HERITAGE PAVANINA	19	3'-4'	3'-4'	5 GALLON	B-WETZEL

- LANDSCAPE NOTES:**
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL NEW LANDSCAPE VEGETATION TO BE PLANTED AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF VERO BEACH. ALL VEGETATION SHALL BE PLANTED WITHIN THE SPECIFIED PLANTING ZONES AND SHALL BE PLANTED AT THE SPECIFIED PLANTING DATES.
 - ALL LANDSCAPE VEGETATION SHALL BE PLANTED WITHIN THE SPECIFIED PLANTING ZONES AND SHALL BE PLANTED AT THE SPECIFIED PLANTING DATES.
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Verizon Wireless
 4251 PARKWAY, W. #111
 AUSTIN, TEXAS 78746

THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF VERIZON WIRELESS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF VERIZON WIRELESS.

Jasper D. Dickson
 PROFESSIONAL ENGINEER
 No. 1486

Jasper D. Dickson
 PROFESSIONAL ENGINEER
 No. 1486

Jasper D. Dickson
 PROFESSIONAL ENGINEER
 No. 1486

Jasper D. Dickson
 PROFESSIONAL ENGINEER
 No. 1486

**NM4 LAS CAMPANAS
 GENERATOR
 INSTALLATION**

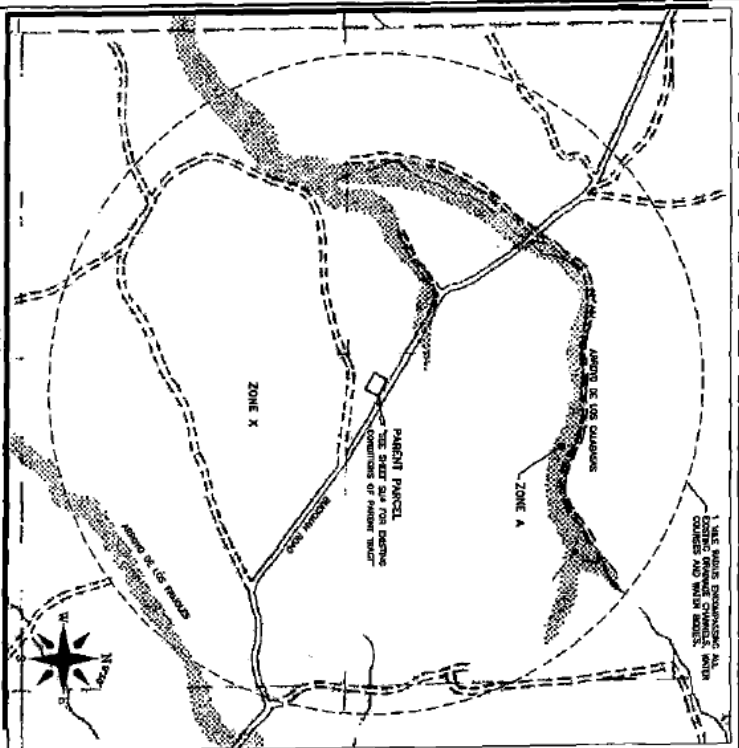
**BUCKMAN BOOSTER
 STATION #4
 SANTA FE COUNTY, NM**

**LANDSCAPING
 SITE PLAN**

REV.	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	08/24/07	MD	MD
B	APPROVED FOR CONSTRUCTION	02/07/08	MD	MD
C	APPROVED LANDSCAPING PLAN	04/29/08	MD	MD
D	REVISED TRACK AREA AND EQUIPMENT DIMENSIONS	05/24/08	MD	MD

PROJECT NUMBER: 07-027-431
 DRAWING NUMBER: LS1

Exhibit C



SUBJECT PARCEL
SUBJECT PARCEL FROM THE COMMISSION OF PUBLIC WORKS
PROJECT NAME: VERIZON WIRELESS NM4 LAS CAMPANAS
PROJECT ADDRESS: BUCKMAN BOOSTER STATION #4 SANTA FE COUNTY, NM

VERIZON WIRELESS
4320 Montgomery Blvd, NE, Suite 3
Atlanta, GA 30328-4888
Tel: 508-437-4888 Fax: 508-233-4888

Topographic Site Plan Overview
TOPOGRAPHIC SHEET INTERVALS: 20' (07-07-11)
SHEET NUMBER: SU2

NOTES:
1. THIS SHEET IS SUPERSEDED BY THE LATEST REVISIONS OF THE ZONING ORDINANCE. CHECK THE ZONING ORDINANCE FOR THE LATEST REVISIONS.
2. THE INFORMATION CONTAINED IN THIS SET OF PLANS IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.
3. THE INFORMATION CONTAINED IN THIS SET OF PLANS IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.
4. THE INFORMATION CONTAINED IN THIS SET OF PLANS IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSE.



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

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

RFP _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF \$25,000 PER NMSA SECTION 3-54-1 _____

6 Procurement History: THIS LEASE AGREEMENT WILL REPLACE AN OPTION & EASEMENT AGREEMENT BETWEEN THE PREDECESSORS-IN-INTEREST TO BOTH THE CITY AND THE LESSEE AT THE SITE. THE EFFECTIVE DATE OF THIS LEASE AGREEMENT COINCIDES WITH THE TERMINATION DATE OF THE OPTION & EASEMENT AGREEMENT.

GRT

Comments or Exceptions: _____

7 Funding Source: LESSEE'S RENT PAYMENTS ACCRUE TO BU/Line Item: 51300.460350 PUBLIC UTILITIES ENTERPRISE OPERATIONS

_____ Budget Officer Approval

Comments or Exceptions: _____

IS

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: SEAN MOODY, ASSET DEVELOPMENT MANAGER

Phone # 505.699.5176

Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval

To be recorded by City Clerk:

Contract # _____

GRT

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

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

Comments: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 0



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIU Insurance Company	NAIC # 19399
	INSURER B: National Union Fire Ins Co of Pittsburgh	NAIC # 19445
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570088915240 REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is included GENL AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER			4594298 AOS 4594299 MA 4594300 VA See Next Page	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	16393209 AOS 16393206 CA	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570088915240

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Location No. 144391, NM4 Las Campanas, 215 Camino La Tierra, Santa Fe, NM 87504.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe NM 87504-0909 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	--

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AGENCY CUSTOMER ID: 570000027366

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon Wireless	
POLICY NUMBER See Certificate Number: 570088915240			
CARRIER See Certificate Number: 570088915240	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				4594301 NH - Primary	06/30/2021	06/30/2022	
B				4594302 NH - Excess	06/30/2021	06/30/2022	
	WORKERS COMPENSATION						
A		N/A		16393207 NY	06/30/2021	06/30/2022	
A		N/A		16393208 WI	06/30/2021	06/30/2022	
A		N/A		16393205 NJ, TX, VA	06/30/2021	06/30/2022	



City of Santa Fe New Mexico

Memorandum



DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE
FINANCE COMMITTEE
AND GOVERNING BODY

SEPTEMBER 27TH 2021
OCTOBER 4TH 2021
OCTOBER 13TH 2021

VIA: *Richard Brown*

RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones

SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

Terry Lease

FROM: TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: AMENDMENT NO. 1 TO SANDOVAL PARKING GARAGE ANTENNA SITE LEASE

ITEM AND ISSUE:

Proposed Lease Amendment No. 1 will allow the Lessee to utilize the existing building electrical service to furnish power to the Lessee's antenna installation located on the upper deck of the Sandoval Parking Garage. The Lessee would compensate the City for use the electrical service. Lessee's assignment of its interest in the lease by merger is acknowledged: The Lessee previously known as Verizon Wireless (VAW) is hereafter Cellco Partnership.

BACKGROUND AND SUMMARY:

Temporary facilities originally installed in 2017 by Verizon Wireless on the upper deck of the Sandoval Parking Garage relied on the building's existing electrical service. Verizon Wireless (now Cellco Partnership) subsequently replaced its temporary facilities with a permanent installation in 2019. The permanent installation was intended to connect to a new, separate PNM-metered electrical service. To avoid unnecessary capital costs, building impacts and disruptions to normal parking operations, the proposed lease amendment authorizes the Lessee to continue to use the existing building service indefinitely, and provides compensation to the City in the form of a \$300/month Utility Fee in addition to normal rent. The Utility Fee escalates at an annual rate of 2.5% along with that of rent. Over the 20-year maximum lease term the amendment will generate an additional \$88,360 in net revenue for the City, accruing to Parking Enterprise Business Unit 51150, which is the funding source for PNM Electric Service Charge payments for the building.

The additional energy usage is estimated to be under \$15/month. The antenna facilities use the same amount of power as ten light bulbs, and have no appreciable impact on the capacity available to the rest of the building. The lease term is unchanged.

ACTION REQUESTED:

Review and approval of Amendment No. 1 to the Lease Agreement attached hereto.

ATTACHMENTS:

Proposed Amendment No. 1 with Exhibits A1 & B (18 pages)

Lease Agreement with Exhibit A (Item 18-1098; 34 pages)

Certificate of Insurance (2 pages)

Fiscal Impact Report (2 pages)

Summary of Contracts (2 pages)

ITEM # _____

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **FIRST AMENDMENT** ("Amendment No. 1") to a Lease Agreement dated October 10, 2018, by and between the **CITY OF SANTA FE, NEW MEXICO** ("Lessor") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"), for the use of Premises located at **221 WEST SAN FRANCISCO STREET** in Santa Fe, New Mexico, is entered into this _____ day of _____, 2021 ("Amendment Date").

1. Lessor acknowledges and agrees to the assignment by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Previous Lessee") of Previous Lessee's rights and obligations under the above-referenced Lease Agreement to Lessee, the entity into which the Previous Lessee has merged, as evidenced by **Exhibit B** to this Amendment No. 1, satisfying the conditions described in Lease Section 14.D(ii).
2. Article 8 of the Lease Agreement is deleted in its entirety and substituted with the following:

"8. UTILITIES

A. Lessee shall bear sole and full responsibility for all utility services related to its use of the Premises. Lessee, at its sole cost and expense, may secure, install and maintain separately metered utilities from any public utility for its use of the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A** to the Lease Agreement. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by lease or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

B. Lessee may cause to be upgraded, replaced, modified, or otherwise utilized the Lessor's existing building electrical service at the Property for the Permitted Use, as shown in **Exhibit A1** to this Amendment No. 1. **Exhibit A** to the Lease Agreement is hereby supplemented by **Exhibit A1** to this Amendment No. 1. As of the Amendment Date, any references to **Exhibit A** to the Lease Agreement shall be deemed to refer collectively to **Exhibit A** to the Lease Agreement and **Exhibit A1** to this Amendment No. 1.

C. Utility Fee. The Parties agree that if Lessee utilizes Lessor's existing building electrical service for the Permitted Use, Lessee shall pay Lessor a separate, monthly utility fee ("Utility Fee") for the right to such use during any calendar month in which the use occurs. The initial monthly amount of the Utility Fee is **Three Hundred Dollars (\$300)**.

D. Payment. The Parties hereby agree that Utility Fees have been accruing since January 1, 2020. Lessee shall pay all Utility Fees that have accrued through the Amendment Date (including the Utility Fee owed for the month in which the Amendment Date occurs) within forty-five (45) days of the Amendment Date. Subsequent to the Amendment Date, the Utility Fee shall be paid on or before the first day of each month during the Term.

E. Late Payment. If Lessee fails to timely pay any Utility Fee on its due date or within

four (4) days thereafter, Lessee shall pay Lessor, in addition to the Utility Fee due, a penalty equal to fifteen percent (15%) for each calendar month in which the Utility Fee is due but unpaid. All Utility Fee payments received shall apply first to all penalty amounts owed and then to the unpaid balance of Utility Fees due.

F. Escalation. Upon each anniversary of the Effective Date following the Amendment Date, the Utility Fee amount shall automatically increase by two-and-a-half percent (2.5%) over the Utility Fee amount in effect during the previous calendar month in which a Utility Fee was due.

G. Adjustment. The Parties agree that the amount of the initial monthly Utility Fee adequately compensates the Lessor for the cost of the increased power and energy demand caused by the Permitted Use.

H. Final Payment. Any Utility Fee accrued during the final calendar month in which the Lease Agreement is in full force and effect, whether within the Term, or the Holdover Period, or the calendar month in which termination occurs under Article 16, shall become due and payable within thirty (30) days of the final day in which the Lease Agreement remains in full force and effect."

3. Article 21 of the Lease Agreement is deleted in its entirety and substituted with the following:

"21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

With a copy to:

City of Santa Fe
Attn: City Attorney
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

To Lessee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either Party may change its notice addresses in the Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party."

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.
5. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Lease Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____, 2021.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK:

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 20, 2021 14:35 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
51150.460350 BUSINESS UNIT/LINE
ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a
Verizon Wireless

DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by Desmond Jackbir, Director-Network Field Engineering for Cellco Partnership.

Commission Expires: _____
(Seal)

Notary Public

EXHIBIT A1

[SEE ATTACHED NINE (9) SHEETS]



NM4 SAN FRANCISCO NSB
 PUBLIC RECORD PARCEL NO. 993-05-471
 221 W. SAN FRANCISCO ST
 SANTA FE, NEW MEXICO 87501
 SANTA FE COUNTY
 EXISTING BUILDING
 (OVERALL HEIGHT: 30'-0" A.G.L.)
 UPGRADE EXISTING 30'-0" ROOFTOP

SHEET INDEX:

TITLE	NO.	REV.
T1	1	1
S1	1	1
S2	1	1
S3	1	1
S4	1	1
E1	1	1
E2	1	1
E3	1	1

PROJECT INDEX:

CLIENT: 4821 ELBAK, NE ALBUQUERQUE, NM 87111
 CONTRACT: EPT DEMO
 PHONE: 505-252-0004
 BUSINESS/ENGINEERS: J5 INFRASTRUCTURE PARTNERS
 4110 ALBUQUERQUE, NM 87109
 CONTRACT: EPT W/STAND
 PHONE: 505-232-4884 EXT. 131
 CONSULTANT/DATE: BLACK & VEATCH, INC.
 422 LUE OAK CT. NE ALBUQUERQUE, NM 87122
 CONTACT: AYN-C/MARE (AMY) MARENZIE
 PHONE: 505-408-6171
 EMAIL: marenzie@bv.com

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AFFECTING THE NEW PROJECT AND ALL CONDITIONS AFFECTING THE EXISTING PROJECT.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND INSURANCE REQUIREMENTS PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE IN WRITING BY A REGISTERED PROFESSIONAL ENGINEER.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS IN WRITING OF ANY MAJOR FIELD MODIFICATIONS TO THE CONTRACT DOCUMENTS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING CLEARANCES FROM A VERIZON WIRELESS REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY WORK.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS, UTILITIES, AND STRUCTURES. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA FE AND THE STATE OF NEW MEXICO.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT AND THEIR FINAL INSTALLATION SHALL BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE TO SAID INSTALLATION.

PROJECT INFORMATION:

PROPERTY OWNER: PO BOX 800 SANTA FE, NM 87504-808
 JURISDICTION: CITY OF SANTA FE
 PUBLIC RECORD PARCEL NO.: 993-05-471

STRUCTURE COORDINATE REPORT:

NO.	DATE	DESCRIPTION
1	03/31/21	APPROVED FOR CONSTRUCTION
2	04/08/21	REVISED PER SAC COMMENTS

ADA COMPLIANCE:
 THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE:
 RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

SITE LOCATION:
 SITE IS LOCATED ON ROOFTOP OF BUILDING ON THE SOUTHEAST CORNER OF W SAN FRANCISCO ST. AND SANTA FE, SANTA FE COUNTY, NEW MEXICO 87501



PROJECT DESCRIPTION:
 THIS PROJECT CONSISTS OF THE FOLLOWING:
 UPGRADE EXISTING SHELDON/EQUIPMENT SHELTER
 • ONE - NEW WIRELESS VENTS
 • TWO - NEW FIRE RATED ACCESS DOOR
 • TWO - NEW MECHANICAL PANS



DESIGNED BY: **J5 INFRASTRUCTURE PARTNERS**

4821 ELBAK, NE ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

THIS DRAWING IS THE PROPERTY OF J5 INFRASTRUCTURE PARTNERS. NO REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS PERMITTED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/31/21	DV	BN
1	REVISED PER SAC COMMENTS	04/08/21	DV	BN

JAMES V. CHUNG
 NEW MEXICO
 22016
 PROFESSIONAL ENGINEER
 4/8/21

PROJECT NAME: NM4 SAN FRANCISCO NSB
 UPGRADE (2) EXISTING SHELDON/EQUIPMENT SHELTERS

PROJECT ADDRESS: 221 W. SAN FRANCISCO ST
 SANTA FE, NEW MEXICO 87501
 SANTA FE COUNTY

TITLE SHEET

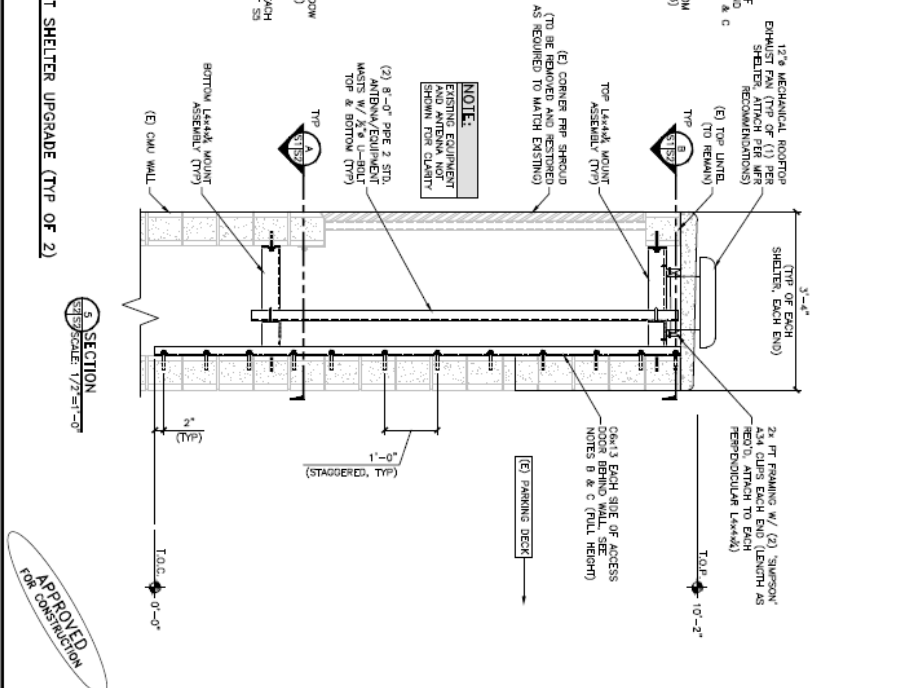
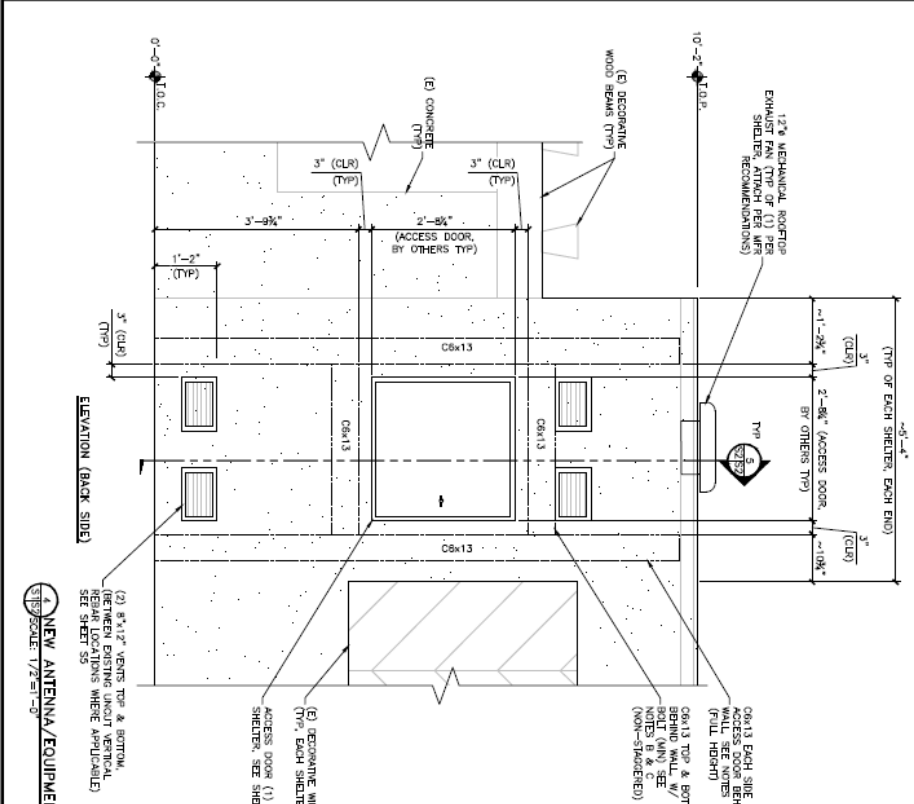
SHEET DATE: 4/8/2021 3:31 PM
 SHEET NUMBER: T1

NOTES:

- AT MOUNT ASSEMBLIES USE 3/8" HILTI KWK BOLT TZ ANCHORS. (3X MIN EMBED W/ 3" MIN OVERLAP)
- AT ANCHORS USE 3/8" HILTI KWK BOLT TZ ANCHORS (3X MIN EMBED W/ FULLY GROUTED CELLS) @ 12" O.C.
- CONTRACTOR SHALL INSTALL C6x13 PRIOR TO CUTTING CHU WALLS FOR OPENINGS.

KEY:

TOP OF PARAMET WALL
TOP OF CONCRETE
PRESSURE TREATED



ABSOLUTELY NO TOPPING
CUTTING OF ANY KIND SHALL
BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY
DIMENSIONS PRIOR TO FABRICATION
IN ORDER TO CONFIRM PROPER FIT
BASED ON EXISTING CONDITIONS

APPROVED FOR CONSTRUCTION

PROJECT NAME:
NMA SAN FRANCISCO NSB
UPGRADE (2) EXISTING
SHROUDED
ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET NAME:
MOUNT/HEADER
ASSEMBLY DETAILS

SHEET NUMBER:
S2

DESIGNED BY:
JAMES V. CHUNG
NEW MEXICO
REGISTERED PROFESSIONAL ENGINEER
4/8/21

INFRAS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JVC
1	REVISED PER SAG COMMENTS	04/08/21	DV	JVC

EXHIBIT A

THREE DIMENSIONS AND SIZES ARE GOVERNOR
BY THE EXHIBIT DRAWING. CONTRACTOR SHALL
CONSULT THE ARCHITECT FOR ANY
CONFLICTS OR INCONSISTENT DIMENSIONS.

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111



BABCOCK-DAVIS
Fire Rated Access Door, Flush Mount, Insulated
Item #402H14 Mfr. Model #BTK3232
UNSPSC #830171505 Catalog Page #N/A
Country of Origin USA. Country of Origin is subject to change.

Web Price **\$547.80** / each
The item requires special shipping, additional charges may apply.

Qty:
Add to Cart

Shipping Pickup

Availability
Backordered expected to arrive by end of Apr. 2021.
Ship to 83701 | Change

Shipping Weight: 44 lbs
Ship Availability Terms

Add to List

Top image to zoom.

Technical Specs

Item	Fire Rated Access Door	Rough Opening Height	32 1/4 in
Flush Mount/Recessed Mount	Flush Mount	Rough Opening Width	32 1/4 in
Insulated / Uninsulated	Insulated	Closure Type	Knurled Knob/Key Operated Latch Bolt
Material	Steel	Hinge Type	Plano
Access Door Installation	Wall or Ceiling	Finish	Powder Coat
Door Height	32 in	Features	Exposed Flange, Fire Rated
Door Width	32 in		

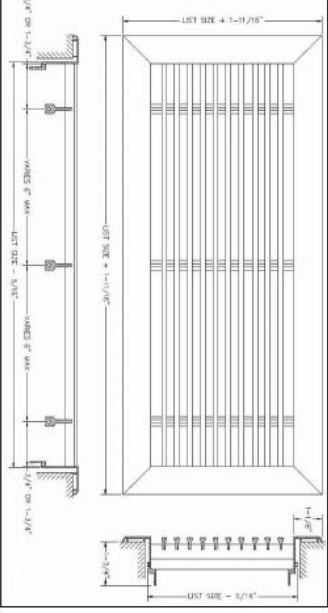
BABCOCK-DAVIS ACCESS DOOR
SEE www.gerainger.com/resources/babcock-davis-fire-rated-access-doors-402h14-for-more-information



VENT COVERS
UNLIMITED
FREE SHIPPING
On Orders \$50+
Use Coupon Code "Winter"
SALE EXTENDED! Expires 3/19



Aluminum Bar Door Return Grille
(No Damper)
K&M CASE
S&B - 4x4 (S2)
***** to review | no questions
K&M (optional)
Flue insulation (like R-19)
Casing or wall insulation
Register Duct Size Helms: Standard @
Check Options
Register Duct Size Helms: required @
Check Options



APPROVED FOR CONSTRUCTION

verizon
4801 ELIZABETH AVE
ALBUQUERQUE, NEW MEXICO 87111
THIS DOCUMENT HAS A STATUS OF **EXHIBIT A**
DOCUMENT IS PROVIDED WITHOUT THE WARRANTIES OR REPRESENTATIONS OF VERIZON PARTNERS.

INFRASTRUCTURE PARTNERS

DESIGNED BY:	DATE:	BY:	REV:
	03/30/21	RMB	JNC
	04/08/21	DV	JNC
APPROVED FOR CONSTRUCTION			
REVIEW PER S&G COMMENTS			

JAMES V. CHUNG
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME: NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS
PROJECT ADDRESS: 221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY
SPEC SHEETS
SHEET NUMBER: **S4**

- NOTES:**
1. POWER COORDINATION INFORMATION REQUESTED ON THESE DRAWINGS IS ACCURATE AND COMPLETE AS OF 03-30-21. HOWEVER, PRIOR TO SUBMITTING BIDS CONTRACTORS SHALL CONTACT UTILITY REPRESENTATIVE AND VERIFY ALL INFORMATION IS CORRECT.
 2. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE 50# 40 PIG BELOW GRADE. WE ABOVE, BUT ACCEPTABLE METHODS IN AREAS THAT ARE ACCESSIBLE ONLY TO LESSEE AUTHORIZED PERSONNEL SHALL BE AS REQUIRED.
 3. CONDUITS ON THE USE OF JUNCTION BOXES AND PULL POINTS AS REQUIRED.
 4. PROTECTIVE METHODS ARE TO BE APPROVED BY THE LANDLORD PRIOR TO CONSTRUCTION. ALL CONDUITS SHALL BE PROTECTED BY PRE-STRESSED CONCRETE WILL NEED APPROVAL PRIOR TO CONSTRUCTION.

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT SCALE SET OF DRAWINGS STORED IN THE UTILITY AREA.

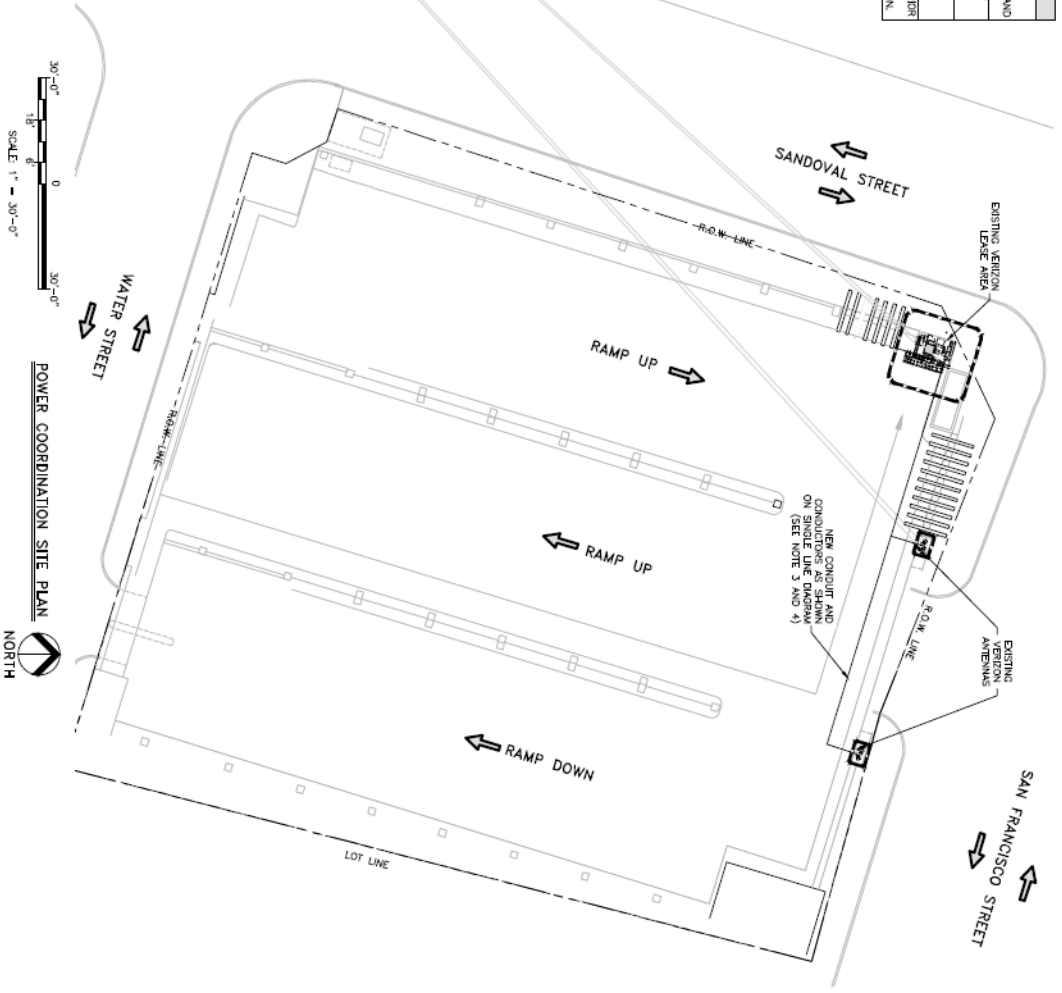


EXHIBIT A

verizon

4821 ELBANK NE
 ALBUQUERQUE, NEW MEXICO 87113

THESE DRAWINGS AND SHEETS ARE COPYRIGHTED BY VERIZON WIRELESS COMMUNICATIONS INC. ALL RIGHTS RESERVED. NO PART OF THESE DRAWINGS OR SHEETS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM VERIZON WIRELESS COMMUNICATIONS INC.

EXHIBIT A

DESIGNED BY: **INFRASTRUCTURE PARTNERS**

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAO COMMENTS	04/08/21	DW	EK



PROJECT NAME: **NM4 SAN FRANCISCO**

PROJECT ADDRESS: **221 W. SAN FRANCISCO ST
 SANTA FE, NM 87501
 SANTA FE COUNTY**

SHEET TITLE: **POWER COORDINATION
 SITE PLAN**

SHEET NUMBER: **E2**

DATE: **4/8/2021 3:42 PM**

THIS DOCUMENT IS THE PROPERTY OF INFRASTRUCTURE PARTNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS DOCUMENT IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF AN INFRASTRUCTURE PARTNER.

EXHIBIT A

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	DL
1	REVISED PER 542 COMMENTS	04/08/21	DV	DL



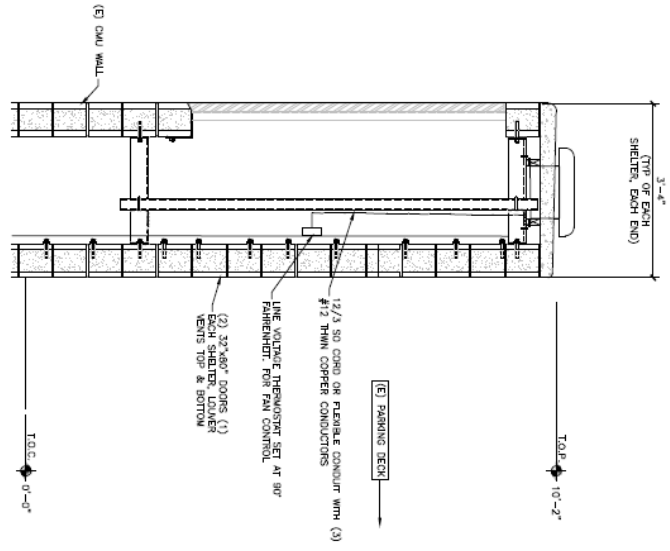
PROJECT NAME: **NM4 SAN FRANCISCO**

PROJECT ADDRESS: **221 W. SAN FRANCISCO ST
 SANTA FE, NM 87501
 SANTA FE COUNTY**

DATE DATE: **4/8/2021 3:42 PM**

HEET NUMBER: **E-3**

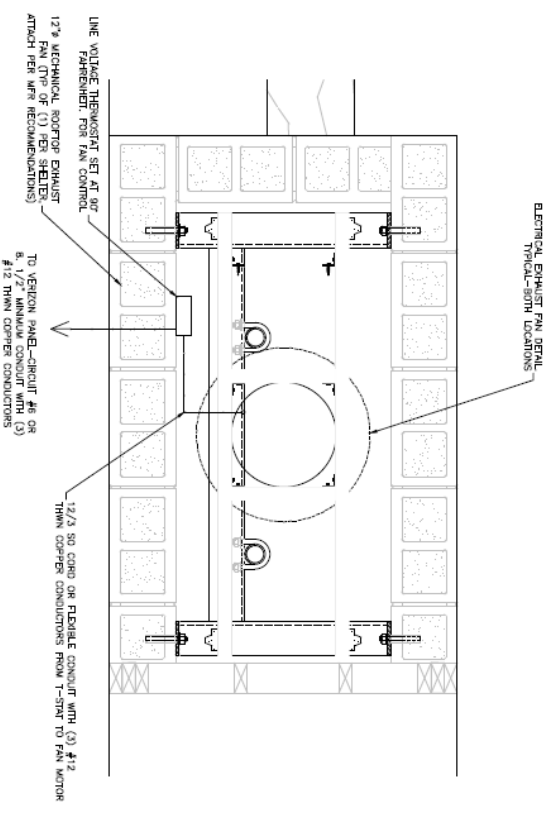
ELECTRICAL DETAILS



SECTION
 SCALE: 1/2"=1'-0"



ELECTRICAL DETAILS



ENLARGED TOP SECTION
 SCALE: 1/2"=1'-0"



ELECTRICAL DETAILS

NOTICE:
 CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION UNTIL THE PERMITS ARE OBTAINED WITHOUT ACCESS TO THE THE-SHEET INDEX.

EXHIBIT B

[SEE ATTACHED TWO (2) PAGES.]

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.




Jeffrey W. Bullock, Secretary of State

3341134 8100M
SR# 20198704120

Authentication: 204268022
Date: 12-20-19

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:13 PM 12/17/2019
FILED 06:13 PM 12/17/2019
SR 20198704120 - File Number 3341134

EXHIBIT B

**CERTIFICATE OF MERGER OF
VERIZON WIRELESS (VAW) LLC
INTO
CELLCO PARTNERSHIP**

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Celka Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

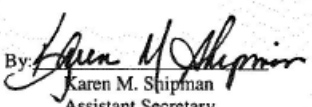
FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnership on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 4th 2019.

CELLCO PARTNERSHIP

By: 
Karen M. Shipman
Assistant Secretary

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC**

This LEASE AGREEMENT (Lease Agreement) is entered into this 10th day of October, 2018, by and between the CITY OF SANTA FE, N EW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain portion of the city-owned municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the City Building) (collectively, the Premises), as shown on Exhibit A attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land and building known as 221 W. San Francisco Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for municipal parking purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the Premises for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the Premises and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective November 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on

Exhibit A, and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like-for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. **Construction and Installation of Communications Facilities.** Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting in person (the **Pre-Construction Meeting**) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

C. **Existing Telecommunication Equipment.** Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

4. ACCESS AND UTILITIES TO THE PREMISES

A. **Access.** Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from W. San Francisco Street (the **Access Route**), as more particularly described and shown on **Exhibit A**. Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. **Utilities.** Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the **Utility Route**), as more particularly described and shown on **Exhibit A**. Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of One Thousand Seven Hundred Dollars (\$1,700) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply first to any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars (\$5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in Exhibit A, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused

by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A**. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to-month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

- (i) Workers' Compensation Insurance (at statutory limits); and
- (ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents (\$1,000,000.00) each accident/disease/policy limit; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents (\$2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. **TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid

by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. **ASSIGNMENT & SUBLEASING**

A. **Subleasing Prohibited.** Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Lease Agreement.

B. **Lessor's Permission Required to Assign.** Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. **Transactions not Deemed to be Assignments.** Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

- (i) any change of stock ownership, partnership interest, or complete control of Lessee; or
- (ii) transfer upon partnership or corporate dissolution of Lessee; or
- (iii) Lessee's entering into a site management agreement with a third party.

D. **Conditions under which Lease Agreement may be Sold, Assigned, or Transferred.** Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

- (i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or
- (ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (**FCC**) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. **Inter-company Roaming Agreements.** The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. **DEFAULT & RIGHT TO CURE**

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

- (i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or
- (ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. **TERMINATION**

A. **Termination by Lessee.** Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. **Early Termination Fee.** Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term.

Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section I.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may terminate this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. **ENVIRONMENTAL**

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. **NOTICES**

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22. WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa

Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered

including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance

with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

O. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego

such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

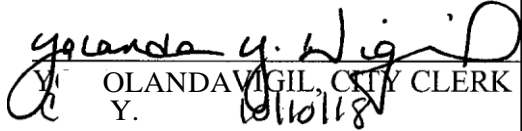
IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:
CITY OF SANTA FE



ALAN M. WEBBER, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
Y. 10/10/18

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

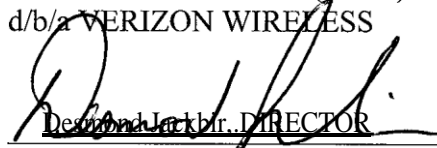
APPROVED:


MARY T. MCCOY, FINANCE DIRECTOR

I

BUS.UNIT/LINE ITEM: 51 50.460350

LESSEE:
VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS


Desmond Jackson, DIRECTOR
NETWORK - FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2018, by ~~Clifton Casey~~ ^{Desmond Jackson}, Executive Director – Network Field Engineering, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.


NOTARY PUBLIC

My Commission Expires: 06/01/2021
(SEAL)

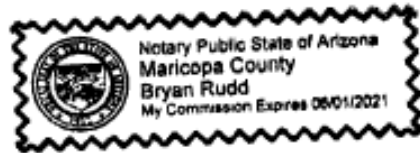


EXHIBIT A

[SEE ATTACHED SHEETS]

ENGINEERING

2011 INTERNATIONAL BUILDING CODE OR LATER EDITION
 904-221-1111 OR LOCAL CODES

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2011 INTERNATIONAL BUILDING CODE OR LATER EDITION, AS APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

PROJECT DESCRIPTION

THE ARCHITECT HAS PROVIDED ALL INFORMATION NECESSARY FOR THE ENGINEER TO PREPARE THESE PLANS. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE ARCHITECT. THE ENGINEER HAS NOT CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED BY THE ARCHITECT.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2011 INTERNATIONAL BUILDING CODE OR LATER EDITION, AS APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

SITE INFORMATION

PROJECT OWNER: **VERIZON**
 PROJECT ADDRESS: **220 W. SAN FRANCISCO ST., SANTA FE, NM 87501**
 PROJECT TYPE: **EXISTING 30'-0" BUILDING OVERALL HEIGHT: 30'-0" A.G.L.**

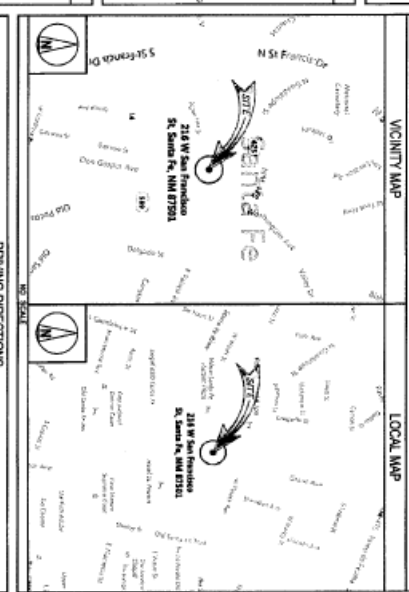
PROJECT TEAM

ARCHITECT: **VERIZON**
 ENGINEER: **BLACK & VEATCH**
 PROJECT MANAGER: **VERIZON**



NM4 - SAN FRANCISCO
VZW PROJECT #: 20181747221
ASSESSOR'S PARCEL NO. 993-05-471
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 30'-0" BUILDING
OVERALL HEIGHT: 30'-0" A.G.L.
NSB

LOCATION MAPS



DRAWING DIRECTIONS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2011 INTERNATIONAL BUILDING CODE OR LATER EDITION, AS APPLICABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

ISSUED FOR PERMIT
 NOT TO BE USED FOR CONSTRUCTION

APPROVALS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV.
1	GENERAL NOTES	0
2	FOUNDATION	0
3	FRAMING	0
4	MECHANICAL	0
5	ELECTRICAL	0
6	PLUMBING	0
7	PAINT	0
8	FINISHES	0
9	LANDSCAPE	0
10	EXTERIOR	0
11	INTERIOR	0
12	MECHANICAL	0
13	ELECTRICAL	0
14	PLUMBING	0
15	PAINT	0
16	FINISHES	0
17	LANDSCAPE	0
18	EXTERIOR	0
19	INTERIOR	0
20	MECHANICAL	0
21	ELECTRICAL	0
22	PLUMBING	0
23	PAINT	0
24	FINISHES	0
25	LANDSCAPE	0
26	EXTERIOR	0
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30	PLUMBING	0
31	PAINT	0
32	FINISHES	0
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37	ELECTRICAL	0
38	PLUMBING	0
39	PAINT	0
40	FINISHES	0
41	LANDSCAPE	0
42	EXTERIOR	0
43	INTERIOR	0
44	MECHANICAL	0
45	ELECTRICAL	0
46	PLUMBING	0
47	PAINT	0
48	FINISHES	0
49	LANDSCAPE	0
50	EXTERIOR	0
51	INTERIOR	0
52	MECHANICAL	0
53	ELECTRICAL	0
54	PLUMBING	0
55	PAINT	0
56	FINISHES	0
57	LANDSCAPE	0
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94	PLUMBING	0
95	PAINT	0
96	FINISHES	0
97	LANDSCAPE	0
98	EXTERIOR	0
99	INTERIOR	0
100	MECHANICAL	0

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED



UNIVERSITY OF NEW MEXICO
 UNIVERSITY OF NEW MEXICO
 2018



2018 LICENSE NO. 81111



BLACK & VEATCH
 2018 LICENSE NO. 81111

PROJECT NO.: **20181747221**
 DRAWING NO.: **NSB**
 SHEET NO.: **T1**

DATE: **11/14/17**
 SCALE: **AS SHOWN**

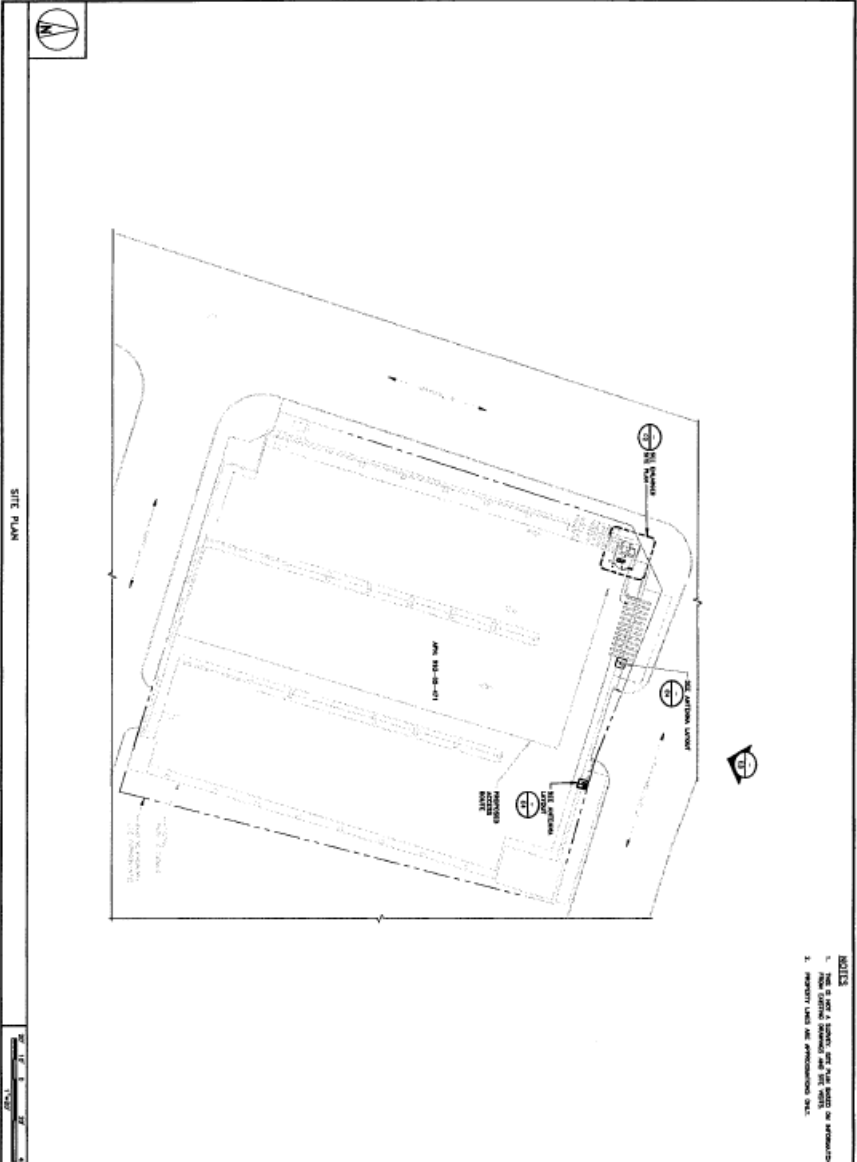
PROJECT MANAGER: **VERIZON**
 ENGINEER: **BLACK & VEATCH**

PROJECT ADDRESS: **220 W. SAN FRANCISCO ST., SANTA FE, NM 87501**

PROJECT TYPE: **EXISTING 30'-0" BUILDING OVERALL HEIGHT: 30'-0" A.G.L.**

PROJECT TEAM: **VERIZON, BLACK & VEATCH**

SHEET NUMBER: **T1**



NOTES

1. THIS SITE PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT.
2. PROPERTY LINES ARE APPROXIMATE ONLY.

VERIZON WIRELESS COMMUNICATIONS

4001 LORAIN AVE
ANN ARBOR MI 48106

verizon

BLACK & VEATCH

BLACK & VEATCH CORPORATION
1400 K STREET, N.W.
WASHINGTON, DC 20004

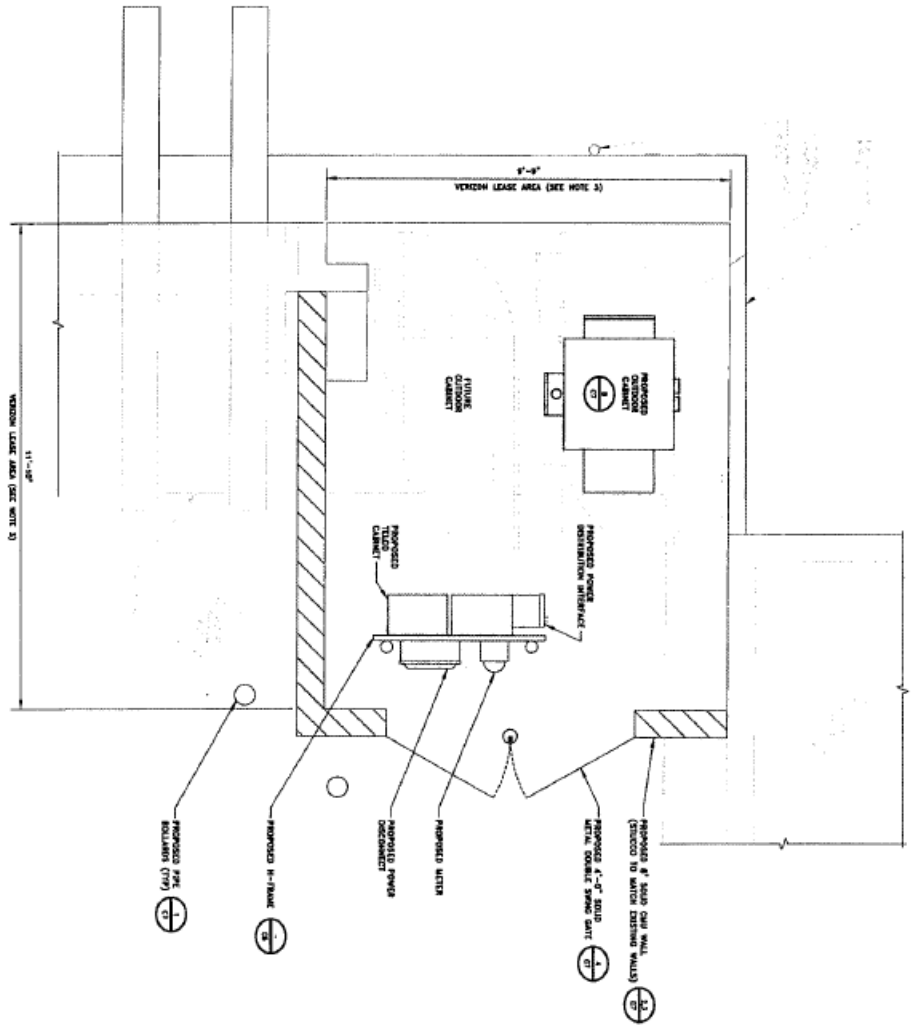
PROJECT NO. _____
 DRAWING NO. _____
 CHECKED BY _____
 DATE _____

NO.	REVISION	DATE

NAME - SAN FRANCISCO
 220 N. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

SHEET NO. _____
 SITE PLAN

C1



- NOTES**
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
 2. ANTENNA & MOUNTS OBTAIN FOR CABINET.
 3. VERIZON LEASE AREA 114.3 SQ. FT.

ENLARGED SITE PLAN



4371 GORHAM, ME
ANDOVER, MA 07111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
9910 S. DODD AVENUE, SUITE 200A
DENVER, CO 80231

PROJECT NO.	18732A
DRAWN BY	PHG
CHECKED BY	MB

NO.	DATE	DESCRIPTION
1	02/14/18	ISSUED FOR PERMITS
2	02/14/18	ISSUED FOR PERMITS
3	02/14/18	ISSUED FOR PERMITS
4	02/14/18	ISSUED FOR PERMITS
5	02/14/18	ISSUED FOR PERMITS

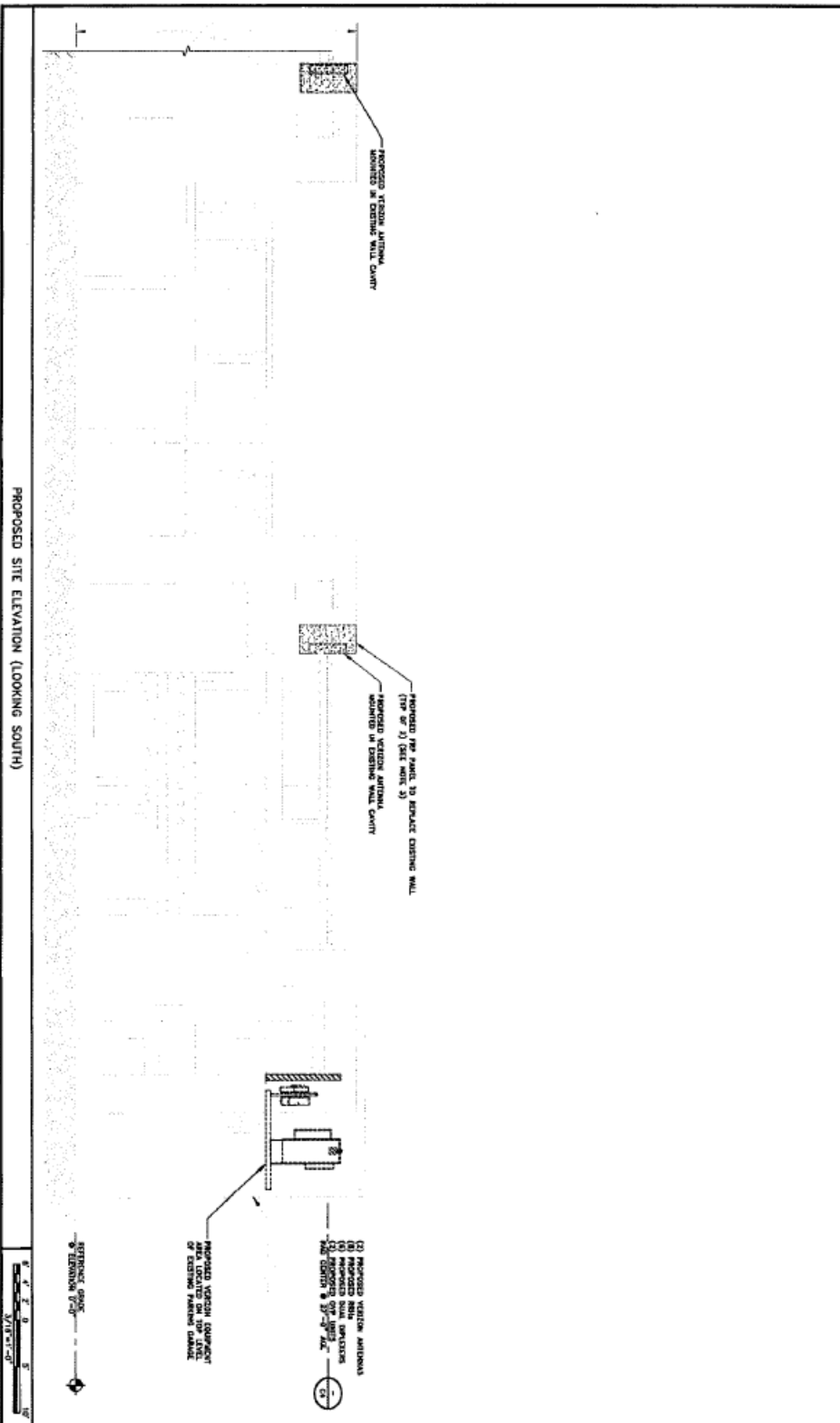
PROFESSIONAL ENGINEER
NEW MEXICO
24010
P. J. JAMES

NM4 - SAN FRANCISCO
VZW #: 20181742221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C2

- NOTES**
1. THE EXISTING BUILDING IS CURRENTLY BEING ANALYZED BY THE ARCHITECTURAL RECORD COMPANY TO DETERMINE THE PROPOSED NEW CORE AND EXISTING WOOD FRAMEWORK. THE STRUCTURAL ANALYSIS WILL SHOW THAT THE BUILDING HAS ADEQUATE STRENGTH TO SUPPORT THE PROPOSED CORE AND EXISTING WOOD FRAMEWORK. THE ARCHITECTURAL RECORD COMPANY HAS BEEN RETAINED BY BLACK & VEATCH.
 2. ALL PROPOSED EQUIPMENT TO BE PLACED TO MATCH THE EXISTING MATCH LINE #124 CORNER.
 3. PROPOSED 6"x6" RIP PANEL PLACED TO MATCH THE EXISTING MATCH LINE #124 CORNER.



verizon
 401 LIVING ST.
 ANNAPOLIS, MD 21411

BLACK & VEATCH
 BLACK & VEATCH CORPORATION
 145 VICTORY AVENUE
 SUITE 200
 ANNAPOLIS, MD 21401

PROJECT NO. 130322
 DRAWN BY: TMO
 CHECKED BY: LM

NO.	DATE	REVISION
0		ISSUE FOR PERMIT
1		ISSUE FOR PERMIT
2		ISSUE FOR PERMIT
3		ISSUE FOR PERMIT
4		ISSUE FOR PERMIT
5		ISSUE FOR PERMIT
6		ISSUE FOR PERMIT
7		ISSUE FOR PERMIT
8		ISSUE FOR PERMIT
9		ISSUE FOR PERMIT
10		ISSUE FOR PERMIT

Professional Engineer
 License No. 24010
 State of Maryland
 Seal of the Professional Engineer
 State of Maryland

NM4 - SAN FRANCISCO
 VZW #: 20181747221
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

SHEET TITLE
 ELEVATIONS

SHEET NUMBER
C3

NOTE TO CONTRACTOR
 1. CONTRACTOR IS TO REFER TO ARCHITECT'S MOST CURRENT SANS PER CH
 IS CONSTRUCTION.

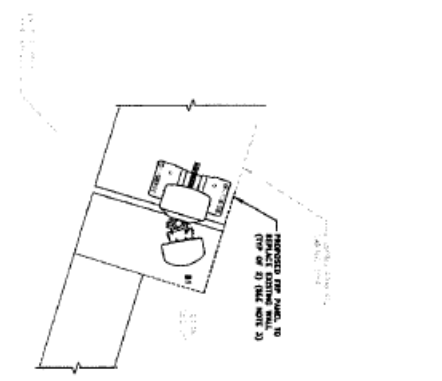
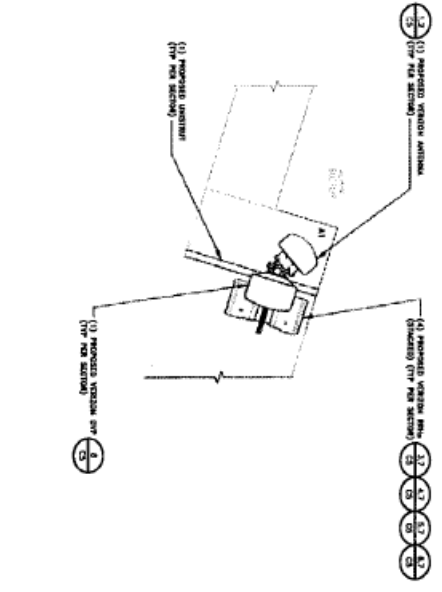
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT SANS)						
SECTOR	BAND CLASS	ANTENNA MODEL	AZIMUTH	RAO CENTER	OMP	COAX TYPE (MINIMUM FLEX-AMP)
A1	LTE	ANTENNA MODEL-030A	300°	27'-0"	(2) PROPOSED 1/2 POINT OMP	(2) 1/2" FIBER FLEX (PROPOSED)
B1	LTE	ANTENNA MODEL-030A	0°	27'-0"	(2) PROPOSED 1/2 POINT OMP	(2) 1/2" FIBER FLEX (PROPOSED)

TWA/DUPLEXER	RFH MODEL
(2) DUAL SWITCHER 80-75L/9000-10-16	(2) 800 PROTECTOR-10
(2) DUAL SWITCHER 100-75L/9000-10-16	(2) 800 PROTECTOR-10
(2) DUAL SWITCHER 100-75L/9000-10-16	(2) 800 PROTECTOR-10
(2) DUAL SWITCHER 100-75L/9000-10-16	(2) 800 PROTECTOR-10

PROPOSED ANTENNA AND TRANSMISSION CABLE SCHEDULE

NO SCALE

- NOTES**
1. INSTALLATION OF THE PROPOSED EQUIPMENT ON PROPOSED ROOF SHALL BE IN ACCORDANCE WITH THE PROPOSED SANS AND THE LOCAL CODES OF RECORD. VERIFY ALL LOCAL CODES OF RECORD WITH THE ARCHITECT.
 2. ALL PROPOSED EQUIPMENT TO BE INSTALLED TO MATCH THE EXISTING FLASH WHICH IS 1/2" COMP.
 3. VERIFY ALL LOCAL CODES OF RECORD WITH THE ARCHITECT.



PROPOSED ANTENNA LAYOUT

NO SCALE

verizon
 4011 EDGEMOOR, N.E.
 WASHINGTON, DC 20011

BLACK & VEATCH
 BLACK & VEATCH CORPORATION
 9000 LANSING AVENUE, SUITE 2000
 LANSING, MI 48213

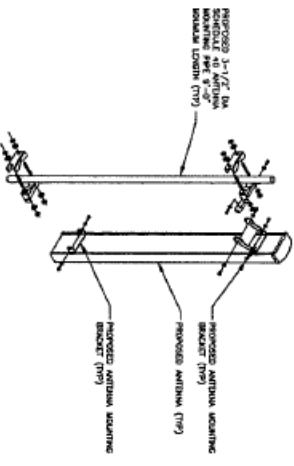
PROJECT NO. 187324
 DRAWN BY: 940
 CHECKED BY: 148

NO.	DATE	REVISION
1	08/11/18	ISSUED FOR PERMIT
2	08/17/18	FOR CONSTRUCTION
3	08/17/18	FOR CONSTRUCTION
4	08/17/18	FOR CONSTRUCTION
5	08/17/18	FOR CONSTRUCTION

PING JIANG
 NEW MEXICO
 24010
 PROFESSIONAL ENGINEER

ALL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL CODES OF RECORD AND THE ARCHITECT'S MOST CURRENT SANS PER CH IS CONSTRUCTION.
 NMA - SAN FRANCISCO
 VAN #: 2018174721
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

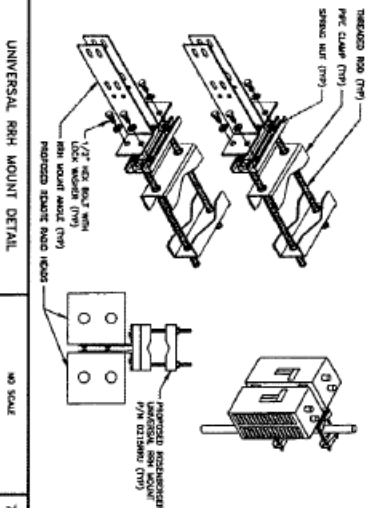
SHEET TITLE
 ANTENNA LAYOUT
 SHEET NUMBER
 C4



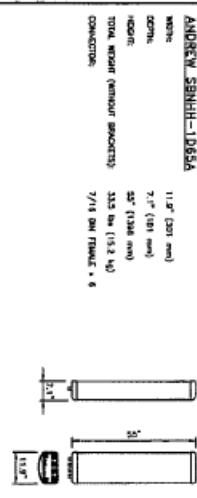
ANTENNA MOUNTING DETAIL

NOKIA BRH4X4D-850
 DIMENSIONS: WIDTH 11.8" (301.8mm)
 DEPTH: 7.0" (178.0mm)
 HEIGHT: 22" (559.0mm)
 WEIGHT: WITHOUT MOUNTING KIT: 40 LB (18 kg)

PENDING
 UPDATED
 SPECIFICATIONS

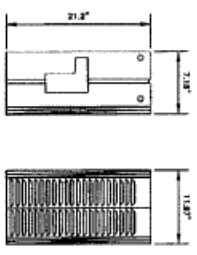


UNIVERSAL RRH MOUNT DETAIL



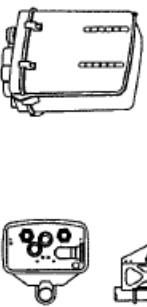
ANTENNA SPECIFICATIONS

ALCATEL-LUCENT 925 BRH4X3D-1900
 DIMENSIONS: WIDTH 11.8" (301.8mm)
 DEPTH: 7.0" (178.0mm)
 HEIGHT: 22" (559.0mm)
 WEIGHT: WITHOUT MOUNTING KIT: 32.5 LB (14.8 kg)

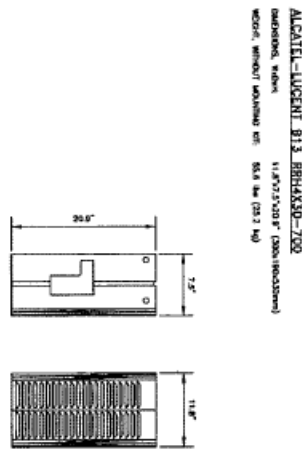


RRH SPECIFICATIONS (1900 MHz)

OVP SURGE SUPPRESSOR
 DIMENSIONS: WIDTH 12.7" (322.7mm)
 DEPTH: 2.18" (55.4mm)
 HEIGHT: 11.8" (301.8mm)
 WEIGHT: 22 LB (10kg)
 NOMINAL OPERATING VOLTAGE: 48 VDC
 NOMINAL OPERATING CURRENT: 2000 A @ 2000mA
 MAX. SURGE CURRENT: 60 KA @ 2000mA
 MAX. CONT. OPERATING VOLTAGE: 75 VDC
 VOLTAGE PROTECTION RANGE: 400V
 150 AMP DISTANCE: (SEE LIST)
 WIND LOADING:

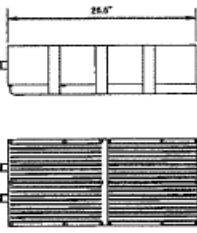


MAIN OVP BOX CONNECTION DETAIL



RRH SPECIFICATIONS (700 MHz)

ALCATEL-LUCENT 866A BRH4X5-AWS
 DIMENSIONS: WIDTH 12" (304.8mm)
 DEPTH: 7.0" (178.0mm)
 HEIGHT: 22" (559.0mm)
 WEIGHT: WITHOUT MOUNTING KIT: 64 LB (29 kg)



RRH SPECIFICATIONS (2100 MHz)

RRH SPECIFICATIONS (2100 MHz)
 DIMENSIONS: WIDTH 12" (304.8mm)
 DEPTH: 7.0" (178.0mm)
 HEIGHT: 22" (559.0mm)
 WEIGHT: WITHOUT MOUNTING KIT: 64 LB (29 kg)

NOT USED

verizon
 4871 Empire Ave
 Alhambra, CA 91801

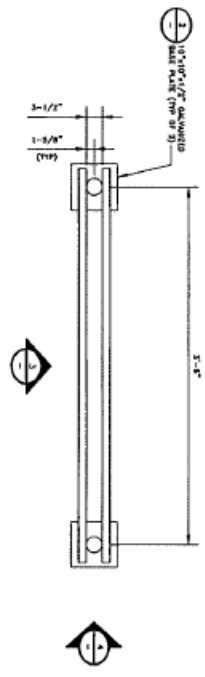
BLACK & VEATCH
 BLACK & VEATCH CORPORATION
 200 S. LOVELL AVENUE, SUITE 200
 LOS ANGELES, CA 90007

PROJECT NO.	190354
DRAWN BY:	PH
CHECKED BY:	MB
DATE:	
REVISION:	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT

NEW MEXICO
 PROFESSIONAL ENGINEER
 24010
 STATE OF NEW MEXICO
 BOARD OF PROFESSIONAL ENGINEERS
 1000 N. UNIVERSITY AVENUE, SUITE 1000
 ALBUQUERQUE, NEW MEXICO 87102

NM4 - SAN FRANCISCO
 VZW #: 20181747221
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

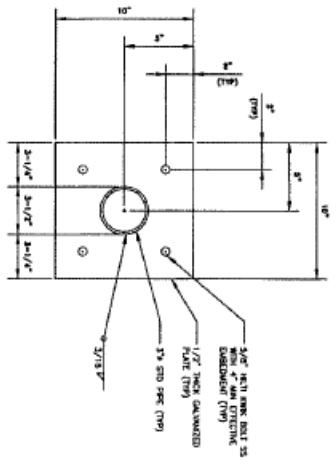
SHEET TITLE
 EQUIPMENT DETAILS
 SHEET NUMBER
C5



H-FRAME PLAN DETAIL

NO SCALE

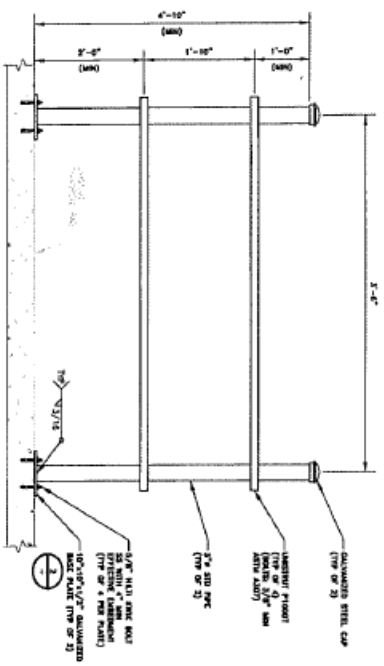
1



H-FRAME BASE PLATE DETAIL

NO SCALE

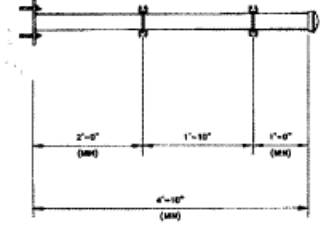
2



H-FRAME ELEVATION DETAIL

NO SCALE

3



H-FRAME SIDE ELEVATION DETAIL

NO SCALE

4



BLACK & VEATCH
 BLACK & VEATCH CORPORATION
 8845 S. EASTERN AVENUE, SUITE 320
 LAS VEGAS, NV 89123

PROJECT NO.	18704
DRAWN BY	
CHECKED BY	
DATE	

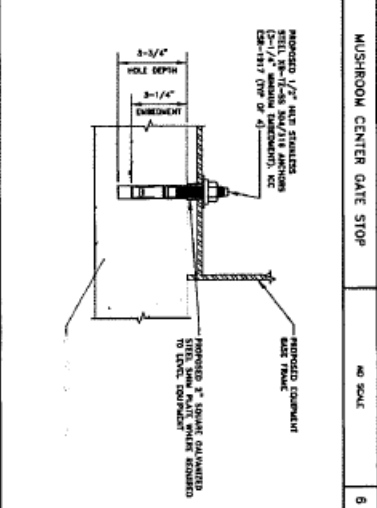
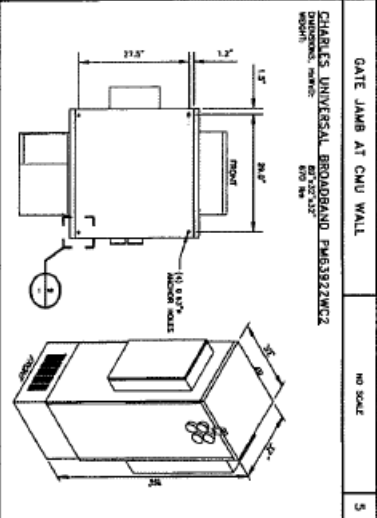
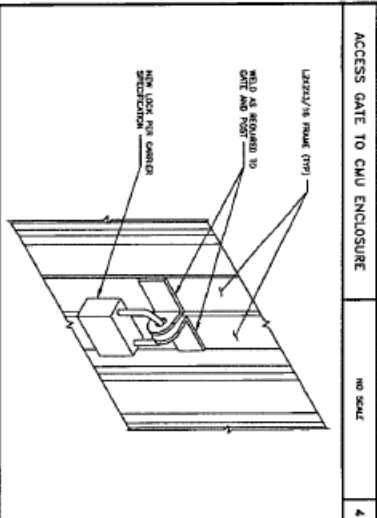
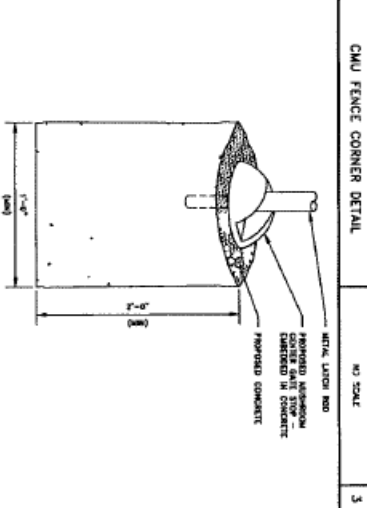
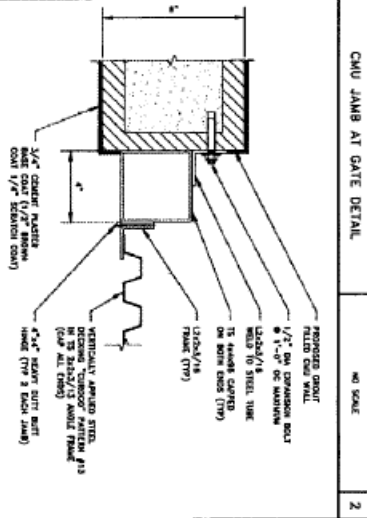
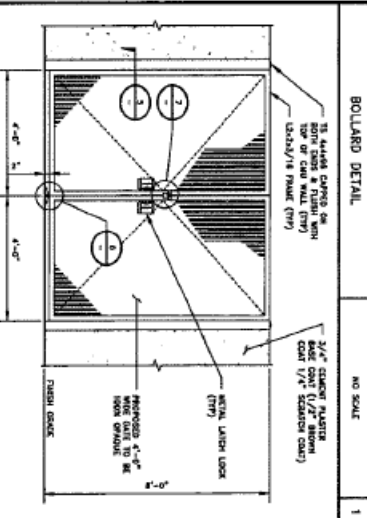
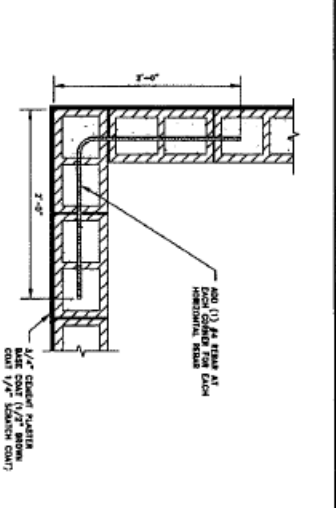
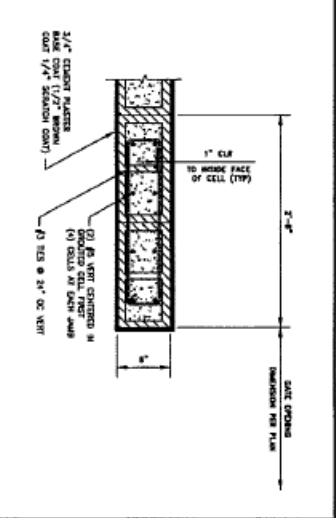
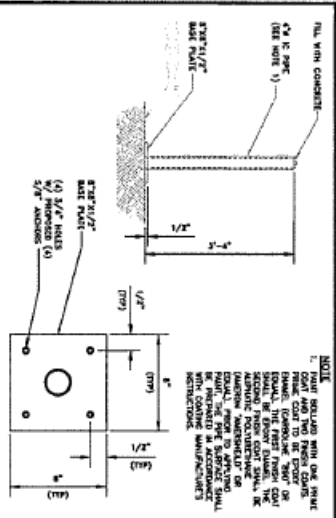
NO.	DATE	DESCRIPTION
1	04/27/18	ISSUE FOR PERMIT
2	05/22/18	REVISED

NEW MEXICO PROFESSIONAL ENGINEER
 24010
 PING JIANG
 NEW MEXICO PROFESSIONAL ENGINEER
 1000 N. GARDEN AVENUE, SUITE 100
 ALBUQUERQUE, NEW MEXICO 87102

NMA - SAN FRANCISCO
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

EQUIPMENT DETAILS

SHEET TITLE
C6



verizon

4021 DOWNS, W.C.
 ALABAMA, MO 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
 800 S. EASTMAN AVENUE, SUITE 300
 LAFAYETTE, MO 64503

PROJECT NO: 197804
 DRAWN BY: PHD
 CHECKED BY: JHB

DATE: 02/27/18
 SCALE: 1/8" = 1'-0"

PING JIANG
 NEW MEXICO
 24010
 100 NEER

NSA - SAN FRANCISCO
 V7W # 2018174221
 220 W. SAN FRANCISCO ST,
 SANTA FE, NM 87501
 NSB

SHEET TITLE: SITE DETAILS
 SHEET NUMBER: C7

NOTE

INSTALL BOLLARDS WITH ONE INCH
 COAT AND TWO THREE EIGHTS
 INCHES THICK CONCRETE. SET
 BOLLARDS IN THE PREP LATCH COAT
 SECTION FROM LATCH SHALL BE
 INSTALLED IN THE PREP LATCH COAT
 SECTION. MATERIALS FOR
 INSTALLATION SHALL BE APPROVED
 BY THE ARCHITECT. REFER TO
 INSTRUCTIONS AND SPECIFICATIONS

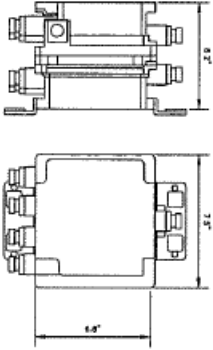
3/4" CONCRETE PLASTER
 MADE COAT (1/2" MINIMUM
 COAT 1/4" SECTION COAT)

3/4" CONCRETE PLASTER
 MADE COAT (1/2" MINIMUM
 COAT 1/4" SECTION COAT)

3/4" CONCRETE PLASTER
 MADE COAT (1/2" MINIMUM
 COAT 1/4" SECTION COAT)

LATCH IS REQUIRED TO
 OPEN AND FOR
 HIGH LOCK FOR GARDEN
 PROTECTION

BTS_FDAB5020D4-5
 Dimensions: Height: 7.004 (0.275") (177.912731123 mm)
 Width: 11.2 (0.441") (285.42 mm)
 RF Connectors: (0) 3-1/8 (76.2 mm)

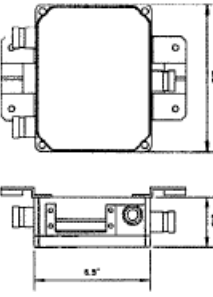


TWIN DIPLEXER SPECIFICATIONS

NO SCALE

1

BTS_FDAB5002-1C-DL
 Dimensions: Height: 4.5 (0.177") (114.3 mm)
 Width: 6.5 (0.256") (165.1 mm)
 RF Connectors: (0) 7/16 (44.45 mm)



DIPLEXER SPECIFICATIONS

NO SCALE

2

NOT USED

NO SCALE

3

NOT USED

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9



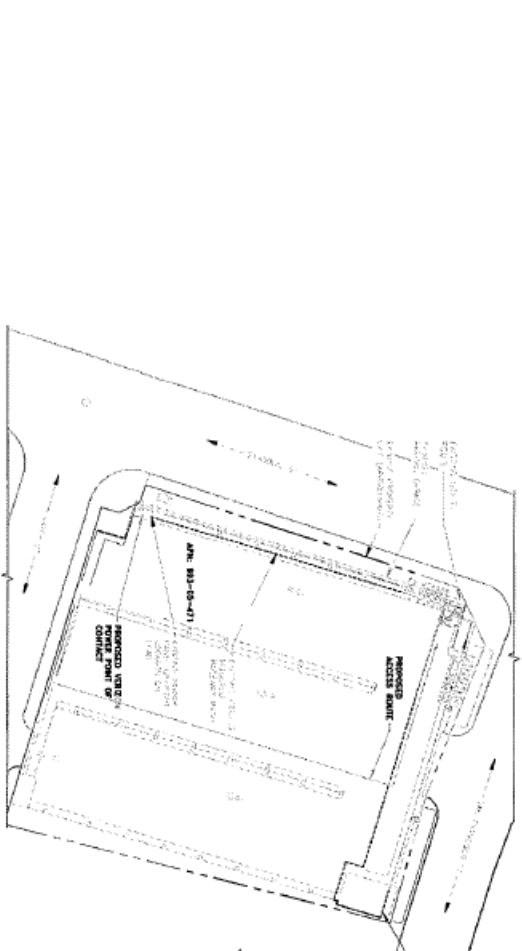
BLACK & VEATCH
 BLACK & VEATCH CORPORATION
 5050 S. EASTERN AVENUE, SUITE 2100
 LAS VEGAS, NV 89121

PROJECT NO.	137824	
DRAWN BY:	TRD	
CHECKED BY:	MLD	
DATE:		
REV	DATE	DESCRIPTION
1	06/27/16	ISSUED FOR WORK
2	08/22/16	REV. 02

24010
 NEW MEXICO
 PROFESSIONAL ENGINEER
 STATE OF NEW MEXICO
 LICENSE NO. 10188

NIMA - SAN FRANCISCO
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

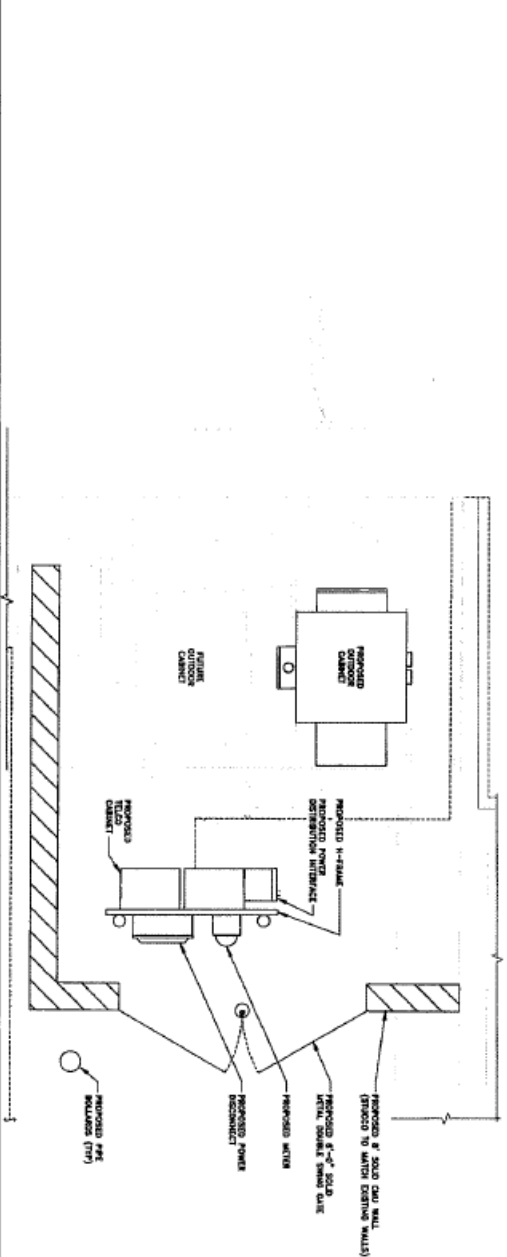
SHEET TITLE
 EQUIPMENT DETAILS
 SHEET NUMBER
C8



ELECTRICAL PLAN



1



ELECTRICAL EQUIPMENT LAYOUT



2

401.6966.56
ALBANY, NY 12212

BLACK & VEATCH

BLACK & VEATCH CORPORATION
800 S. EASTERN AVENUE, SUITE 200
DENVER, CO 80219

PROJECT NO.	VERINA
DRAWN BY:	PHO
CHECKED BY:	MS

NO.	DESCRIPTION	SCALE	DATE
1	ISSUED FOR PERMIT		
2	ISSUED FOR CONSTRUCTION		
3	ISSUED FOR AS-BUILT		

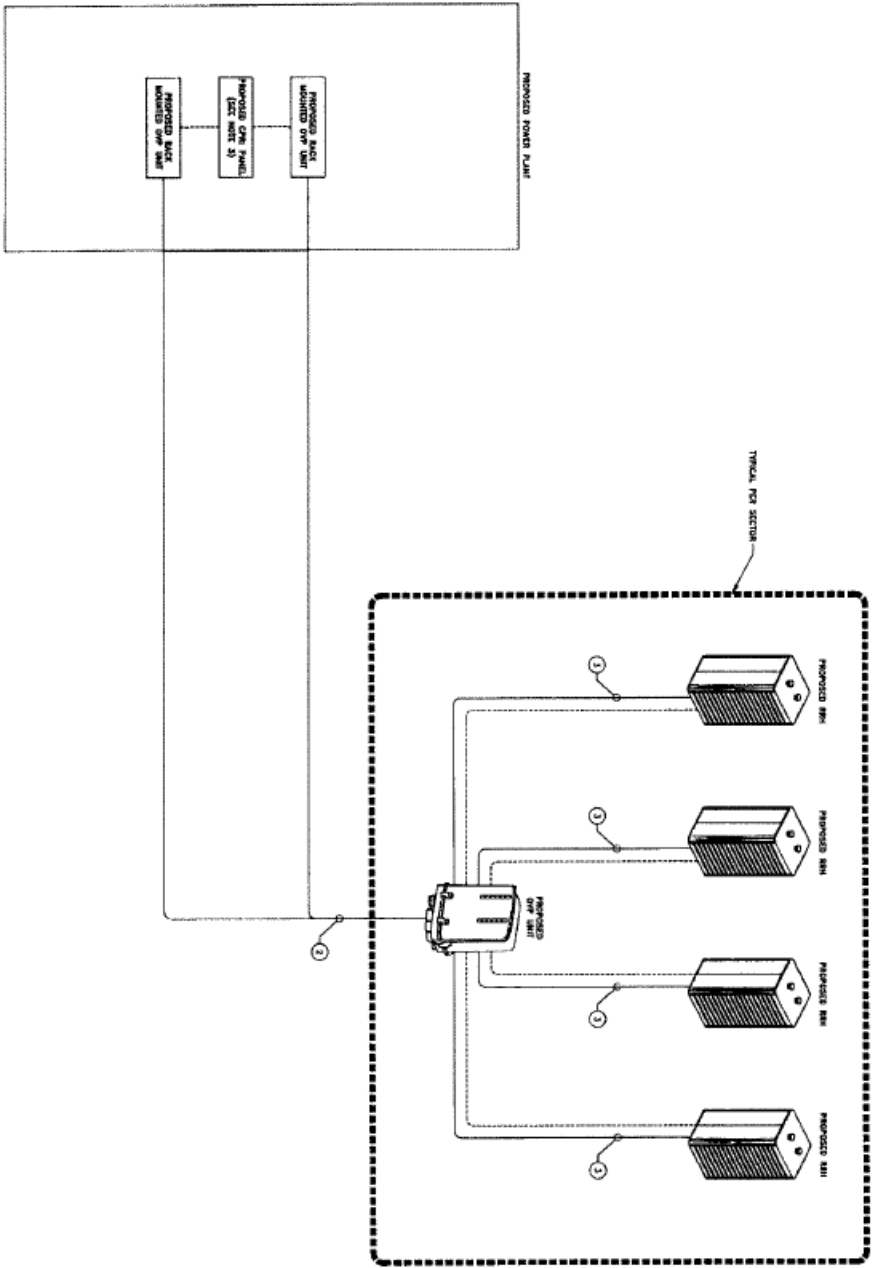
NEW MEXICO
34010
Professional Engineer Seal

NMA - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL PLAN &
ELECTRICAL EQUIPMENT LAYOUT

SHEET NUMBER
E1

DC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
①	PROPOSED 480V DISTRIBUTION PANEL	PROPOSED PACE MOUNTED DCP UNIT	(1) 1 - #10 THRU 1/2" BOLT
②	PROPOSED PACE MOUNTED DCP UNIT	PROPOSED DCP UNIT	(1) 1 - #10 THRU 1/2" BOLT
③	PROPOSED DCP UNIT	PROPOSED RRU	(1) 1 - #10 THRU 1/2" BOLT



- NOTES**
- DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING PURPOSES. ALL WIRING SHALL BE IDENTIFIED BY THE WIRING DIAGRAM AND LABELS SHALL BE IDENTIFIED BY THE WIRING DIAGRAM.
 - ALL WIRING SHALL BE IDENTIFIED BY THE WIRING DIAGRAM AND LABELS SHALL BE IDENTIFIED BY THE WIRING DIAGRAM.
 - EXISTING FIBER CABLES TO BE REUSED THROUGH CH1 PANEL FROM RRU.

ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE



BLACK & VEATCH

BLACK & VEATCH CORPORATION
 8185 S. EASTERN AVENUE, SUITE 200,
 LAS VEGAS, NV 89123

PROJECT NO.	152826
DRAWN BY	PHO
CHECKED BY	MB

NO.	DATE	DESCRIPTION
1	04/17/18	ISSUE FOR PERMIT
2	04/17/18	ISSUE FOR PERMIT

PIK JIANG
 NEW MEXICO
 24019
 PROFESSIONAL ENGINEER

NM4 - SAN FRANCISCO
 VZW #: 20181747221
 220 W. SAN FRANCISCO ST.
 SANTA FE, NM 87501
 NSB

SHEET TITLE
 ELECTRICAL DC ONE-LINE
 & SCHEDULE

SHEET NUMBER
E3



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER A: AIU Insurance Company 19399	
	INSURER B: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570088915256 REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LIB		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY			4594298	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4594299	06/30/2021	06/30/2022	BODILY INJURY (Per person)
B				4594300	06/30/2021	06/30/2022	BODILY INJURY (Per accident)
B				VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)
				See Next Page	06/30/2021	06/30/2022	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			16393209	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH
A				AOS	06/30/2021	06/30/2022	E.L. EACH ACCIDENT \$1,000,000
				16393206			E.L. DISEASE-EA EMPLOYEE \$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570088915256

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Site Name: NM4 San Francisco, 221 W. San Francisco St., Santa Fe, NM 87501.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe NM 87504-0909 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon Wireless	
POLICY NUMBER See Certificate Number: 570088915256			
CARRIER See Certificate Number: 570088915256	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				4594301 NH - Primary	06/30/2021	06/30/2022	
B				4594302 NH - Excess	06/30/2021	06/30/2022	
	WORKERS COMPENSATION						
A		N/A		16393207 NY	06/30/2021	06/30/2022	
A		N/A		16393208 WI	06/30/2021	06/30/2022	
A		N/A		16393205 NJ, TX, VA	06/30/2021	06/30/2022	

FIR No. _____

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: _____

Short Title(s): Amendment No.1 to Lease Agreement for Sandoval Parking Garage Antenna Site

Sponsor(s): Not Applicable

Reviewing Department(s): Public Works; Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: August 25, 2021 Phone: _____

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

This first amendment to a Lease Agreement between the City and Cellco Partnership (dba Verizon Wireless) authorizes Lessee's continued use the building electrical service to provide power to the Lessee's antenna facilities on the upper level of the Sandoval Parking Garage. Lessee will pay a monthly flat rate Utility Fee to the City in addition the rent payments. The Utility Fee begins at \$300/month and escalates 2.5% annually along with rent escalation.

Departments Affected:

The Parking Enterprise Fund will receive an additional \$9,812 in FY 21 gross revenue plus and additional \$82,149 over the balance of the 20-year maximum lease term.

Consequences of Not Enacting Legislation:

In the absence of the proposed amendment, the Lessee must procure, install and connect into a new, stand-alone PNM underground line extension, transformer and metered electrical service. The work is expensive, disruptive, redundant and unnecessarily complicates the as-built electrical system of the building structure.

Conflict, Duplication, Companionship or Relationship to Other Legislation

None noted.

Performance and Administrative Implications:

The monthly Utility Fee would be received and posted along with rent, thus having minimal impact on normal Finance Department operations. No other implications noted.

Fiscal Implications:

The proposed amendment increases net lease revenue by approximately \$285 per month when deducting the cost of electricity usage. Over the maximum 20-year term of the lease, total lease revenue will increase by approximately \$88,360 to a total of \$614,472, credited to the Parking Enterprise Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ 0	\$ 0	\$ 0			N/A	\$ 0
Capital Outlay	\$ 0	\$ 0	\$ 0			N/A	\$ 0
Operating	\$ 180	\$ 180	\$ 180	N	R	51150	\$ 540
Total:	\$ 180	\$ 180	\$ 180				\$ 540

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

Expenditure Narrative: The City's electricity charges would increase by approximately \$180/year for the usage caused by the Lessee's antenna facilities. A Budget Adjustment Request is (a) infeasible because usage cannot be allocated precisely; and (b) unnecessary because Utility Fee revenue will offset electricity charges drawn from the same Business Unit 51150.

Revenue

Revenue Type	FYE _22_	FYE _23_	FYE _24_	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$	\$	\$		
CIP	\$	\$	\$		
Enterprise	\$ 3,845	\$ 3,941	\$ 4,040	R	51150
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
Other	\$	\$	\$		
Total	\$ 3,845	\$ 3,941	\$ 4,040		

Revenue Narrative: The City's monthly lease revenue will increase by \$300 initially, plus annual escalation. FYE 21 payments totalling \$9,812 will compensate for usage through present.



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contracto CELLCO PARTNERSHIP

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: Pay to the City **\$526,111**

Termination Date: October 31, 2038

Approved by Council Date: October 10, 2018

or by City Manager Date: _____

Contract is for LEASE OF 115 SF UPPER PARKING DECK AND ASSOCIATED AIR RIGHTS AT SANDOVAL GARAGE FOR WIRELESS ANTENNA FACILITIES

Amendment # 1 (Proposed) to the Original Contract# 18-1098

Increase/(Decrease) Amount \$ \$91,961

Extend Termination Date to: N/A

Approved by Council Date: N/A

or by City Manager Date: N/A

Amendment is for Authorize Lessee's use of exisiting building metered electrical service.

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendment) Plus GRT
 Inclusive of GRT

Amount \$ \$526,111 of original Contract# 18-1098 Termination Date: October 31, 2038

Reason: ORIGINAL AGREEMENT

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 526,111



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

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

RFP _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF \$25,000 PER NMSA SECTION 3-54-1

6 Procurement History: ORIGINAL AGREEMENT APPROVED BY GOVERNING BODY OCTOBER 10, 2018

Comments or Exceptions: _____

7 Funding Source: REVENUE - PARKING ENTERPRISE BU/Line Item: 51150.460350

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: SEAN MOODY, ASSET DEVELOPMENT MANAGER

Phone # 505.699.5176

Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



**PUBLIC WORKS AND UTILITIES COMMITTEE MEETING OF
September 27, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY**

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION RECOGNIZING THE NEED FOR COORDINATION OF ASSISTANCE FOR AFGHAN IMMIGRANTS IN NEED OF HUMANITARIAN ASSISTANCE ARRIVING IN NEW MEXICO; ADOPTING A STRATEGY TO ASSIST; AND REAFFIRMING THE CITY OF SANTA FE'S COMMITMENT TO BEING A WELCOMING COMMUNITY.	Governing Body – 9/29/21

Councilor Roman “Tiger” Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.