City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
OCTOBER 13, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/81145929247?pwd=UHhJTXVwZ094TE9xTTVtR0hCTU1mUT09. **Passcode: 991875**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 811 4592 9247 - Passcode: 991875**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Abeyta

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Vigil Coppler

4. **INVOCATION**

Councilwoman Villarreal

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Special Governing Body Meeting – May 25, 2021

   b. Regular Governing Body Meeting – September 29, 2021

9. **PRESENTATIONS**

   a. Review of Changes Made by Ordinance No. 2020-6, Amending the Animal Services Ordinance, Pursuant to SFCC 1987, Section 5-14, Which Requires

the Governing Body to review the 2020 Changes. (Anthony Tapia, Police Captain; matapia@santafenm.gov, 955-5286 and Thomas Grundler, Police Lieutenant; tjgrundler@santafenm.gov, 955-5359)

10. **CONSENT CALENDAR**

a. Request for Approval of Amendment #4 to Professional Services Agreement #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

b. 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 Nnew 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

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera)
A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan (“ICIP”). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

d. CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, Councilor Cassutt, Councilor Rivera, and Councilor Garcia)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars Per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City Employees Paid Less Than Fifteen Dollars Per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to Increase Salaries to $15 Per Hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

e. Request for Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to Repair and Reconstruct the Bicentennial Pool; $1,948,419.42 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocated $2,337,957 from FY21 GRT in Excess of Budget to Fund the Reconstruction and Repairs of the Bicentennial Pool Facility.

Committee Review:
Finance Committee: 10/04/2021
Public Works/Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

f. Request for Approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $600,000 from FY21 GRT in Excess of Budget to the Railyard WIP Construction Budget for the Santa Fe Train Depot Exterior Rehabilitation Project.

Committee Review:
Finance Committee: 10/04/2021
Public Works and Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

g. Request for Approval of the 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 955-6591)

Committee Review:
Finance Committee: 10/04/2021
Quality of Life Committee: 10/06/2021
Governing Body: 10/13/2021

h. Request for Approval of the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 10/04/2021
Quality of Life Committee: 10/06/2021
Public Works and Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

i. Request for Approval of Amendment #3 to Agreement #20-0027 with B&D Industries, Inc. for On-Call Citywide HVAC, Plumbing and Electrical Services; Increasing Compensation in the Total Amount of $1,000,000 Plus New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnette@santafenm.gov, 505-795-2491)

Committee Review:
Public Works & Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

j. Request for Approval of Amendment #6 to the Alpha Southwest Contract to Increase the Amount of Compensation by $297,930.29 for Emergency Repair. (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

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

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Authorizing Officer(s) to Sign on Behalf of the City, so that the City May be Eligible for and to Receive Federal Transit Authority Funding. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Approving the City of Santa Fe's Title VI Transit Program as Required by the Federal Transit Administration. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Timeline for the Community Conversations on Santa Fe's Cultures, Histories, Arts, Reconciliation, and Truth Established in Resolution No. 2021-6. (Pauline Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov and Kristine Bustos-Mihelcic, Community Engagement Department Director and City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Quality of Life Committee: 10/06/21
Governing Body: 10/13/21

d. Request for Approval of Agreement #3203030 with Bradbury Stamm Construction for $19,741,000 Plus $1,665,646.88 New Mexico Gross Receipt Tax for a Total of $21,406,646.88 for Construction of the Airport Terminal Building and Parking Lot Expansion. (Mark Baca, Airport Manager; mdbaca@santafenm.gov, 955-2901)
1. Approval of a BAR for $12,382,747 for the Construction of the Airport Terminal and Parking Lot Expansion.

Committee Review:
Public Works/Utilities Committee: 10/12/2021
City Council: 10/13/2021

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Attorney-Client Privileged Quarterly Discussion of Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, Including but Not Limited to the Opportunity to Become an amici in *Arizona v. DHS*, Case No. 21-16118 (9th Cir.); and Discussion of the Disposal of City Property at 730 Alto Street. (Erin K. McSherry, City Attorney;ekmcsherry, 955-6512)

14. **EXECUTIVE SESSION ACTION ITEMS**

    a. Approval to Join the County of Los Angeles, and Other Local Governments, in Support of the Federal Government in *Arizona v. DHS*, Case No. 21-16118 (9th Cir.), and Subsequent Appeals, Opposing Arizona's and Montana's Challenge to the Biden Administration's Civil Enforcement Priorities that Apply Discretion to Prioritize Removals of Noncitizens. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

    a. Legislative Introductions for October 13th, 2021.

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

    a. Santa Fe Film and Digital Media Commission (Janice Krish, Economic Development Specialist; jakrish@santafenm.gov, 955-6915)
        - Raashan Ahmad – Appointment – Term Ending 3/2023
        - Rober Dennis – Appointment – Term Ending 3/2023
        - Harvey Kahn – Appointment – Term Ending 3/2023
        - Austin Ross – Appointment – Term Ending 3/2023

- James Wysong – Appointment – Term Ending 3/2023

20. **PUBLIC HEARINGS**

21. **ADJOURN**

Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
MAY 25, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, 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 Special Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Join Zoom: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/92392045573?pwd=VFJVMVdwWE1BL1pKNitQdlFYaFJQUT09. **Passcode: 932813**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 923 204 5573 - Passcode: 932813**
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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Cassutt-Sanchez

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **DISCUSSION/ACTION ITEMS**

   a. Presentation and Discussion of In-Person Meetings of the Governing Body and All Other Committees. (Kristine Bustos-Mihelcic, City Clerk, kmmihelcic@santafenm.gov, 955-6949) Up to One (1) Hour.

   b. Discussion on Returning to On-Site Work and In-Person Services. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848) Up to One (1) Hour.

8. **ADJOURN**

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Governing Body
SUMMARY INDEX
May 25, 2021

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5. Roll Call	Quorum Present	1-2
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8. Adjournment	Adjourned at 6:00 pm	13

Minutes of the
Special Meeting of the Governing Body
Tuesday, February 25, 2021
Virtual Meeting at 4:00 p.m.

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Tuesday, May 25, 2021, at approximately 4:03 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Cassutt.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Vigil Coppler.

4. INVOCATION

The Invocation was led by Councilor Romero-Wirth. Thankful for discussing today coming together and the importance of the work we do.

Councilor Garcia remembered the life of George Floyd one year after his death and how it has shaped our lives and as a country. May we all learn and grow and be better because of it.

The Governing Body observed a moment of silence for those who have recently died and their grieving families and those suffering from COVID or other diseases.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia

Councilor Signe Lindell [arriving later]
Councilor Christopher M. Rivera [arriving later]
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Joe Abeyta, Host
Jesse Guillen, Legislative Liaison
Carl Boaz, Council Reporter

6. APPROVAL OF AGENDA

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the agenda as published.

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

For: Mayor Webber, Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None. Councilor Lindell and Councilor Abeyta were not yet present.

7. DISCUSSION/ACTION ITEMS

a. Presentation and Discussion of In-Person Meetings of the Governing Body and All Other Committees. (Kristine Bustos-Mihelcic, City Clerk, kmmihelcic@santafenm.gov, 955-6949) Up to One (1) Hour.

Ms. Bustos-Mihelcic read the caption for this agenda item. She noted that Manager LaPan Hill and City Attorney McSherry.

Manager LaPan Hill said, given all the changing dynamics, it is important to discuss this, and the meeting will adjourn at 6:00 pm. This is to discuss returning to in-person meetings. We are living in uncertain times, but things are changing. There is no right answer but to do what is right for Councilors, employees, and the community. She shared information for the Governing Body to consider for what will work and know that it will continue to evolve.

Ms. McSherry shared yesterday's new proclamation. A resolution to extend the proclamation is on tomorrow's agenda with the updated order from last time. Now we are trying to get the vaccine out and there is new assistance funding for utilities and rent arrearages. RenthelpNM.org has money to help prevent evictions.

We updated the face covering order, which was extended for Staff, contractors, etc. when providing services to the public. For those working in places not in direct service with the public, the reliance is on vaccination status. Testing is encouraged. People are only restricted from entry if not vaccinated.

The applicable parts of the Emergency Ordinance were reviewed for the Governing Body and Committees. The OMA says, *if otherwise allowed by rule of a public body, a member a public body may participate by a conference, telephone, or other similar communication when it is difficult or otherwise impossible for the member to attend in person.* Our code says *During a declared emergency, if it is difficult or impossible for a Governing Body member to attend the meeting in person, a member may participate by conference call or other similar communication deployment as permitted in the Open Meetings Act.* So for Governing Body Committees and our meetings, members may participate remotely.

Ms. Bustos-Mihelcic presented information on Hybrid Meetings. Following the OMA with the executive orders. State and local laws govern our meetings. All committees have been categorized in a hierarchy of 1-5. Category 1 is the Governing Body, and is hosted on Zoom and broadcast on Youtube, radio and the Government Channel. Category 2 are the Council Committees (policy making and quasi-judicial) and are hosted on Zoom and broadcast on Youtube. Category 3 are the Advisory Committees; 4 is for certain task forces and subcommittees; Category 5 are other working groups which are not subject to the Open Meetings Act. Categories 3-5 are just hosted on Zoom right now and as of March 1, 2021; the committees began hosting their own meetings. She gave statistics on viewers that have totaled almost 30,000 views so far this year. A second Youtube channel has been added for Land Use meetings.

Ms. Bustos-Mihelcic provided four options for consideration. Under all options, the meetings will be broadcast on Youtube, radio and the government TV.

Option 1 – Governing Body, City Manager, City Clerk and City Attorney in-person and all others virtually and be able to interact with the Governing Body using Zoom. She pointed out that the City of Rio Rancho is using this option.

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Option 2 – provides a choice for City Staff to be virtual or in-person. With all options, the meetings are streamed.

Option 3 – provides for Governing Body to be in person or virtual.

Option 4 – allows everyone to be in-person and with masks required for those not vaccinated.

Councilor Lindell joined the meeting at 4:23 p. m.

Councilor Garcia thanked the City Clerk for the presentation and asked what preparations are being made for the Chambers. What preventive measures are being instituted?

Ms. Bustos-Mihelcic said the are providing for spatial distancing with further separation if staff or public are present.

Councilor Abeyta also present now.

Councilor Garcia asked Manager LaPan Hill if there was a reason why the City did not use CARES measures for the dais, Attorney, Manager and Clerk seats. Why didn't we do that when we had the funds for it?

Manager LaPan Hill said she had no good answer but suggested that plexiglass could be installed in the chamber.

Director Wheeler added that there has been work done on air exchangers and air filters. Once the Governing Body decides, she can respond with what is needed for the chosen option.

Councilor Garcia thought The Governing Body could choose to use plexiglass or move into the Convention Center as he had suggested.

Councilor Cassutt asked if Option 2 has Staff to be in person or virtual.

Ms. Bustos-Mihelcic said it was either - they could stay on Zoom or be in-person. Most are happy with Zoom.

Councilor Cassutt was struggling with safety, not just for individuals in chambers but possibly open to public without vaccinations known and not wearing masks. She would rather not go there since there is still COVID in the City. We must pay attention to our vaccination and infection rates. Many of us expressed interest for Governing Body to be in person and we do have that as an option.

Councilor Rivera asked Manager LaPan Hill about constraints in using the Convention Center.

Ms. Bustos-Mihelcic pointed out that our TV and radio connections are tied to the Chambers and that means the City would have to hire a crew and have an entire operation for that option with special equipment. So we have focused on staying in chamber for the technology to work properly and be financially responsible. We also are tied to our own requirement for the TV. If the Governing Body want me to pursue that, we will need to deal with new arrangements for radio and TV.

Councilor Rivera wondered about having half in person and half virtually so we could be spread out.

Manager LaPan Hill agreed. And the three spots for City Staff could be used by Councilors, all of whom need to be at a microphone.

Ms. McSherry said it depends on what the Governing Body decides. If only four people are to be present, the Governing Body could choose who that would be. We would have to analyze that further, given technology constraints, for all to be present.

Councilor Rivera asked if there would be a way to spread Councilors out even more using other parts of the building.

Ms. Bustos-Mihelcic agreed, depending on the option chosen. That will also dictate the layout in chambers. If Option 1 – only Governing Body and Manager, Clerk, and Attorney, it would be different than if Option 4 were chosen.

Councilor Villarreal thanked her for the options. The logistics depend on vaccinations among the Governing Body. With knowing that, her level of comfort would go up. It would help her make a better decision. She was not convinced plexiglass would help. She would also like to know how Staff would feel about it. And about sanitation for that room. She thought Santa Fe County has a new chamber with meetings on days different from ours and asked if Staff had considered if we could use it.

Manager LaPan Hill said the Santa Fe Board of Commissioners is having their first in-person meeting today and only commissioners are meeting in person. They use the same TV channel and radio as we do. That would be a different list with a production crew.

Ms. Bustos-Mihelcic thought they previously met in a smaller room. She was not sure they got the technology into the renovated former chambers.

They had previously met in the new building in a room much smaller than ours. They might still be working on their technology.

Councilor Villarreal understood but asked her to get back to us on that. She also wondered if they were wearing masks.

Ms. Bustos-Mihelcic said all their staff were virtual. Same for Rio Rancho. She didn't inquire who was vaccinated. She agreed to report back on it.

Councilor Vigil Coppler suggested loading those documents on PrimeGov and they have a vested interest in what we are doing. It would behoove us to get back together as soon as practicable. That was her preference. She also asked about disclosure requirements, including if we are vaccinated. She is fully vaccinated.

Configuring the chambers has already been discussed. We could have some Councilors on the dais and a number below who were socially distanced. She thought microphones could reach to a table below. Maybe that would be the first opportunity to make things work and maybe switch occasionally. Or the same with calling in with half calling and rotating. She pointed out that some employees are required to report in person where their counterparts want to stay home. For that, the Council needs employees' input. Who gets to make that decision and is it reasonable?

She heard the City Attorney's opinions about requiring vaccinations or not working here. There might be some difference there from attorneys in the public realm. We might need to check with more of them. But she thought the Governing Body should return to chambers as soon as possible and explore more about what it would cost to have meetings in the Convention Center and have a socially distanced seating arrangement.

Councilor Romero-Wirth said everyone she has talked with wants to come back. We all feel we would benefit from being in-person and tonight we are talking about how that can be done safely, given the situation. She said she is fully vaccinated and encouraged everyone else to do that. It is so important to encourage everyone to be vaccinated to be able to feel safe and move out of the pandemic. The vaccines are readily available. It is not hard and is important. She agreed with Councilor Villarreal that it is the rub. Being together on the dais should not be an issue if everyone is vaccinated. And we would need to think about plexiglass and who is or is not vaccinated. She asked if the County Board is using plexiglass or wearing masks.

Manager LaPan Hill knew all their Commissioners are vaccinated. But didn't know if they are wearing masks.

Ms. Bustos-Mihelcic noted that Rio Rancho officials were not socially distanced and not wearing masks. The public was attending virtually. She didn't inquire about vaccination status.

Councilor Romero-Wirth felt wherever we are, we need to all be visible in one camera screen. That is important.

Mayor Webber understood we will someday have to be in-person. That will become a given. Our next Governing Body meeting can be in chambers, depending how we decide on the option now. The first question he heard is for everyone's vaccination status. We can certainly divulge our status.

Secondly, knowing that, we can decide on masks and social distancing.

Thirdly, we can know our technological capabilities, so we operate as technically available and easy as possible. Those are the three issues raised.

The other variables are how the Governing Body wishes to do business, what is appropriate for our Staff, and what about the public – whether some would be in-person or continue to be virtually present.

Who is vaccinated and who is not among the Governing Body? What do we do about masks, distancing, etc.? Are the Staff vaccinated including those who would be asked to be present at the meeting? Public attendance, which is trickier, not knowing about how to get vaccination status. How could we screen for vaccination status?

Councilor Garcia looked in on the County Commission meeting and saw they were wearing masks and were close to each other. No matter what we decide, we need to consider safety. We should remember the studies that say vaccinated people could still catch COVID and some are at high risk out there. So he highly valued Option 1 with only Governing Body members present but allow those who want to remain virtual should be allowed to.

Technology has been an issue, but we should not allow it to be the hiccup. When we met in person, the viewers would have solo view. It wasn't a full Governing Body shot. We need to make do safely. Vaccinations are not the silver bullet. He has been vaccinated fully but could still spread it.

Manager LaPan Hill summarized where she thought we were on this one. A consensus would be to start with Option 1 and staff and public on Zoom. Masks are always an option. So we will start to move down that path to prepare the chambers with possible plexiglass and air filters with theater style seating and she will provide an update tomorrow evening. We will

evolve as we get comfortable with changes in the pandemic. The first time that would be possible will be June 9.

Councilor Abeyta liked Councilor Garcia's suggestion and wondered if some Councilors might still be virtual. It might be safer, given his work, to see if some of us could still be on Zoom.

Mayor Webber agreed. We have the ability for both in-person and virtual.

Councilor Abeyta liked Option 1 first because there is exposure outside of Council.

Councilor Cassutt said she also saw the BCC meeting and saw their masks. But she asked others to think about wearing masks while on camera.

Manager LaPan Hill suggested closing out this item and go to the next, agreeing that Councilors could choose to participate virtually.

Ms. McSherry said if there was a difficulty making it impossible to be present, then yes, it is okay. They would just need to be able to articulate what that is.

Manager LaPan Hill agreed to provide an update tomorrow. So we will move to Option 1 as soon as June 9, 2021 and then move through the other committees.

Ms. Bustos-Mihelcic said for Category 2, we would use a similar approach, using the technology installed in the chamber. She asked if the Governing Body wanted this option where the Standing Committees and other committees in general would meet i-person with Staff and the public would participate on Zoom. That would be the next decision point. And then categories 3, 4, and 5, due to the volume of committees we have, and the preference of come committees to return in-person. So all Category 2 Committees would have scheduled meetings in advance and meet in the Governing Body Chambers with broadcasting on Youtube and if they wanted, to have Staff and the public participate on Zoom.

She noted this would be an increase in transparency versus pre-pandemic when Council Committees were not on Youtube, nor any other Category 2 committees.

Councilor Abeyta asked what the legal requirements were for those committees – to require a reason for not being in person and what the differences were between what is a committee, a task force, and the different levels.

Ms. McSherry explained that our Council Committees and some other committees – policy-making bodies – are subject to the OMA, even outside our own requirements. They would be required to have the same parameters as the Governing Body members. And the City has extended the Open Meeting Act to all our committees, subject to our own procedures. The Emergency Procedures Act also applies the same policy. The New Mexico AG has no jurisdiction over the non-policy committees, but the City has imposed them. Category 2 is subject to AG requirements on OMA.

Councilor Abeyta reasoned that for Category 3 meetings, they could decide on their own.

Ms. McSherry said the same rules apply but the Council can change that, if desired. There might be different reasons to not be present in-person, with the Governing Body having priority.

Councilor Cassutt asked if Council can say the Standing Committees would be able to be different, depending on other circumstances. We may as well get our standing committee back to in-person.

Ms. Bustos-Mihelcic said she could adjust that. So Categories 3, 4, and 5 do not fall under OMA.

Councilor Cassutt clarified it is not if we want to do but what is required of us.

Ms. Bustos-Mihelcic clarified that in following OMA and our own requirements, all policy-making committees would have to be in-person.

Councilor Cassutt wanted to be able to go back and watch videos. Would the support staff for the other categories then have to be in-person and other staff virtually?

Manager LaPan Hill explained that the liaisons would be support staff. Contractors probably would not.

Councilor Cassutt considered this more challenging and impacts more than our own bodies. She wanted to find out how other people were feeling about it.

Mayor Webber asked if anyone reached out to them.

Ms. Bustos-Mihelcic agreed some have said they could come back in-person. For Category 3 and 4, that is a great option. The hybrid is more demanding for technology resources. With over 50 committees, some want to come back to in-person including some Land Use Committees. But the

City needs to balance technology to stay on Youtube. That was how the decision tree was made. For those who meet in Chambers, it is a great benefit. We could work with each liaison to determine their wishes and how to accommodate them.

Councilor Cassutt thought those that did not need to be on Youtube might even meet outside during the summer.

Ms. Bustos-Mihelcic – Category 3 and 4 have not been on Youtube during the pandemic and would not be when moving forward.

Councilor Romero-Wirth was at a loss on which committee fits in each category. We are no longer under a Public Health Emergency in the same way. Help me understand why we fail that test and must come back in-person.

Ms. McSherry clarified we are not failing but all sorts of restrictions are being lifted. The risk of infection is still there, although much less. We were once limited to maximum of five people in person. There was a very good reason not to meet in person. We require a declared emergency to not be present. So in the next year and a half the City had to pass a local rule to meet remotely and then we extended it to committees. The OMA specified it must be not possible to meet in person. As more people get vaccinated there is less of a justification for that rule to apply.

She further clarified that it is either state emergency or local emergency. It is in our ordinance for locally declared emergency. But we could also look at state emergency declaration. The Mayor declared one yesterday for three days, so it is on the next agenda tomorrow.

Councilor Romero-Wirth said part of her thought we are premature contemplating this. We want to come back together but still want to be safe. For our committees to be on Youtube is very important. Now we have the technology and should not lose that. Everyone will have similar concerns about maintaining safety – to the point that we interact with others outside of this. Whatever our comfort level is must transcend that.

Councilor Garcia asked if the City has reached out to the AG for who is meeting with a hybrid method.

Ms. McSherry said she would ask again.

Councilor Villarreal asked, regarding City-County joint bodies, if they could meet at the County if they wanted.

Manager LaPan Hill did not know the answer but would find out.

Councilor Villarreal noted that they met at the County pre-pandemic. Category 3 allows them to decide if they want to meet in person.

Ms. Bustos-Mihelcic said that could be an option. For Category 3, if they wanted public participation, we would have to coordinate with the Liaison. Category 3 traditionally does not have public participation. We have many committees. They could possibly participate on Zoom. And, as Councilor Cassutt mentioned earlier, a committee could ask if they could meet outside and that is possible.

Councilor Villarreal asked for clarification for MPO.

Ms. Bustos-Mihelcic said they are in Category 3.

Councilor Vigil Coppler thought BDD and SWAMA should be in discussion with their Attorneys.

b. Discussion on Returning to On-Site Work and In-Person Services. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848) Up to One (1) Hour.

Ms. Bustos-Mihelcic read the caption for this item.

Manager LaPan Hill showed a slide listing all the operations of the City that have been provided onsite during all of part of the pandemic and now looking at increasing services. She has met with every Department to review their needs to return to onsite services. She developed a robust contact tracing process for city employees. And will implement the polices and possible result for that.

She gave guidance to employees, hosting a virtual workshop to explain the provisions and the process. She reviewed administrative flexible work arrangement forms and will make necessary modifications for their use.

She will also work with each department to determine future possible teleworking arrangements.

The most important is City Hall to ensure a safe return for the public and City employees. Front doors will have Staff as receptionists to allow a flow of the public and keeping south and north doors locked. The goal is to have all operations open by the end of June and working with Department Managers to make sure it is an option. She believed the State is operating on a similar model and needs to have the best time frame.

Mayor Webber invited comments for Manager LaPan Hill.

Councilor Villarreal asked, based on the presentation, if Manager LaPan Hill was saying that Staff who have children that cannot be vaccinated still have the option of working remotely.

Manager LaPan Hill agreed for those whose work is in a category that permits telework. Not all positions are permitted to telework.

Councilor Villarreal wanted to make sure staff with young children still have a remote option. She wouldn't want to have staff needing to bring their kids to the office.

Manager LaPan Hill agreed.

Councilor Villarreal hoped that outreach was part of the plan.

Manager LaPan Hill agreed.

Councilor Cassutt also wanted consideration of home situations and childcare which is not always available and consideration of those who cannot be vaccinated and would be at risk of COVID.

Ms. McSherry said yes, on a case-by-case basis, by position. We could not allow a lifeguard to do remote work, but we would allow it for others if possible and would update the conditions. And if there are medical reasons, we would look at the job and the person's medical condition or ADA criteria.

Manager LaPan Hill pointed out that some areas are ready to go and others not yet. We are working with each department on it. We will be on a rolling basis month by month. And to Ms. McSherry's point, on telework, we are open to maximum flexibility That is where we are starting. It is complicated because we offer such a wide array of services. Some require being onsite and others don't. And we want to retain and promote from within.

Councilor Cassutt appreciated the chance to discuss what is working well and needs to be kept and other things not working well.

Councilor Abeyta felt this was an opportunity for more efficiency and need to keep what is possible to continue that efficiency.

Mayor Webber asked for closing thoughts for our team to consider.

Manager LaPan Hill thanked everyone for their time and engaging in this conversation. Please continue to give feedback for us. We want to do right

by the public and our employees and build on what we've gone through to continue our successes. I will give feedback tomorrow.

8. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 6:00 p.m.

Approved by:

_____

Mayor Alan Webber

ATTESTED TO:

_____

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G Boaz

Carl G. Boaz, Council Stenographer

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 29, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency and the Mayor's Proclamation of Emergency, the Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/86954876931?pwd=cTkvL2FPcGxqb2xWQU1qRHVSZ0p1dz09. **Passcode: 661440**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 29, 2021
5:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 869 5487 6931 - Passcode: 661440**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Cassutt

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – September 8, 2021

9. **PRESENTATIONS**

   a. COVID Update. (Kyra Ochoa, Community Health and Safety Directro, krochoa@santafenm.gov, 955-6603)

10. **CONSENT CALENDAR**

a. 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

b. Request for Approval of a Professional Services Agreement in the Total Amount of $417,685 for Behavioral Health Direction in FY's 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC. (Andres J. Mercado, ajmercado@santafenm.gov, 505-629-6255)

Committee Review:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

c. Request for Approval of Amendment No. 2 to Contract #19-0591 for Coming Home Connection to Increase Compensation an Additional $75,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $225,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

d. Request for Approval of Amendment No. 2 to Contract #19-0593 for Interfaith Community Shelter to Increase Compensation an Additional $150,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $450,000 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

e. Request for Approval of Amendment No. 2 to Contract #19-0587 for La Familia Medical Center to Increase Compensation an Additional $75,000 for FY22 Safety-Net Services for a Contract total of $225,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

f. Request for Approval of Amendment No. 2 to Contract #19-0592 for the LifeLink to Increase Compensation an Additional $70,000.00 for FY22 Navigation and Safety-Net Services for a Contract Total of $210,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

g. Request for Approval of a Professional Services Contract for a Total Amount of $376,000 for a Four (4) Year Contract to Aspen Solutions, LLC to Provide Program Evaluation Using a Results Based Accountability Framework for the Grantees of the Human Services Committee and Children and Youth Commission. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

h. Request for Approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF)

for SFCF to Serve as Fiscal Sponsor for a CONNECT Wellness Fund, No Funds Attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

i. Request for Approval of Amendment No. 2 to Contract #19-0584 for St. Elizabeth Shelter to Increase Compensation for an Additional $100,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $300,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

j. 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

k. 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

l. 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 Budget Adjustment Resolution (BAR) 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

m. 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

n. 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

11. **DISCUSSION/ACTION ITEMS**

a. 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

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Emergency Proclamation Declared by the Mayor on September 27, 2021, by Forty Days, Expiring at Noon on November 8, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcshery@santafenm.gov, 955-6961)

Committee Review:
Governing Body: 09/29/21

c. **Request to Publish Notice of Public Hearing on October 27, 2021.**
Consideration of Bill No. 2021-23. An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Councilor Garcia) (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
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. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 09/27/21 (Public Works and Utilities Committee)
Governing Body: 09/29/21

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov) **INFORMATION ONLY**

Progress Report: Overview of September 2021 Activities
Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation – September 29, 2021.

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-20. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal)
An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 08/02/21
Quality of Life Committee: 08/18/21
Governing Body (Request to Publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (Public Hearing): 09/29/21

b. CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-____. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia)
An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 07/14/21
Quality of Life Committee: 08/18/21
Mayor's Committee on Disability: 08/19/21
Governing Body (Request to Publish): 08/25/21

Finance Committee: 08/30/21
Governing Body (Public Hearing): 09/29/21

c. CONSIDERATION OF BILL 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. (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
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

21. **ADJOURN**

Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Governing Body
SUMMARY INDEX
September 29, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Villarreal	1
3. Salute to the State Flag	Led by Councilor Garcia	1
4. Invocation	Led by Councilor Rivera	1-2
5. Roll Call	Quorum Present	3
6. Approval of Agenda	Approved as presented	3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) Regular Meeting on Sept. 8, 2021	Approved	3
9. Presentations		
a) COVID Update	Informational	3-4
10. Consent Calendar	Listed	4-9
n) AFSCME Settlement	Approved	7-9
11. Discussion/Action Items		
a) Wilson & Co. PSA Amendment	Approved as amended	9-14
b) Mayor's Emergency Proclamation	Approved	14
c) Ranked Choice Voting Amendment	Approved	10-11
d) Afghan Immigrant Assistance	Approved	11-14
12. Midtown Overview	Informational	14-17
13. Matters from the City Manager	Informational	17
14. Matters from the City Attorney	Informational	17
15. Matters from the City Clerk	None	17
16. Communications from Governing Body	Communication	17-21
Evening Session	Began at 7:25	21
17. Roll Call	Quorum Present	21
18. Petitions from the Floor	Petitions made	21-24
19. Appointments	None	24
20. Public Hearings		
a) Electronic Signatures Ordinance	Approved	24-28
b) Closed Captions Ordinance	Approved	28-31
c) Cannabis Zoning Ordinance	Approved as amended	31-37
21. Adjournment	Adjourned at 10:16 p. m.	37

Minutes of the
Regular Meeting of the Governing Body
Wednesday, September 29, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, September 29, 2021, at approximately 5:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Cassutt.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Lindell.

4. INVOCATION

The Invocation was led by Councilor Romero-Wirth. She offered a prayer especially for peace makers.

Councilor Vigil Coppler remembered and gave condolences to the family of John Silver – to his sisters, Margaret and Carolyn and his wife Gloria. He had great ambitions and was assistant tennis coach at Santa Fe High School. He helped her son become athlete of the year. What a great loss. She also gave sentiments of well wishes to Councilor Garcia on the birth of his new baby Elisha Garcia for a very happy, healthy life in Santa Fe.

Councilor Rivera remembered the anniversary of his father's passing this Friday, October 1.

Councilor Romero-Wirth also sent condolences to Gloria Silver and John's mother Marian, sisters Margaret and Carolyn and children. He was taken too early, and it is unbelievable he is no longer with us. Condolences to his family.

Mayor Webber added his condolences to the Silvers. It was a tremendous loss and left a large empty feeling in Santa Fe. He shared in the joy of the birth of a new baby boy to the Garcia's and congratulated them. "We are all celebrating with you Councilor Garcia."

The Governing Body observed a moment of silence for those who have recently died and their grieving families.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Community Health & Safety Director
Regina Wheeler, Public Works Department Director
Rich Brown, Community & Economic Development Department Director
Geno Rinaldi, Senor Services Director
Sam Burnett Facilities Division Director
Jesse Guillen, Legislative Liaison
Noah Berke, Current Planning Manager
Julie Sanchez, Children & Family Services Division Director
Melissa McDonald, Acting Parks Division Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None

7. APPROVAL OF CONSENT CALENDAR

Councilor Villarreal requested to be listed as a cosponsor for item 10(j).

Councilor Garcia asked to pull item 10(n) for discussion.

MOTION: **Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with item 10(n) removed for discussion.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

8. APPROVAL OF MINUTES

a. Regular Governing Body Meeting – September 8, 2021

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Minutes of The Regular Governing Body meeting on September 8, 2021, as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

9. PRESENTATIONS

a. COVID Update. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

Ms. Bustos-Mihelcic read the caption for this presentation.

Director Ochoa reported Santa Fe is doing well in the fight against COVID. We have lost 165 residents to COVID since beginning. 91% have one vaccination and 81% have two. The Department of Health has begun giving boosters to residents over 65 vaccinated with Pfizer. The current recommendation from CDC is that everyone over 65 should get a booster and all of those with underlying conditions. Hospitals and pharmacies have started providing boosters now. DOH has not started yet but anticipates doing so within a month and gearing up for vaccines for those aged 5-12. They are starting at Santa Fe Community College next week and the Fraternal Order of Elks next week.

Manager LaPan Hill said as of Friday, 77.3% of City employees were vaccinated with several now in progress. 79% of those tested were tested on time. Two positive infections were identified. The City is on week 6 of this policy and tightening up the testing compliance, which was at 50% on August 9, and now is over 75% just 5 weeks into the policy.

Councilor Rivera asked if there has been any discussion on those vaccinated and then infected. He asked if there is a time to wait after infection before getting the booster.

Director Ochoa will get back on that information.

Councilor Rivera heard there could be a 3-6 month lag and was the first time he heard that.

2. **CONSENT CALENDAR**

a. 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

b. Request for Approval of a Professional Services Agreement in the Total Amount of $417,685 for Behavioral Health Direction in FY's 22, 23, 24 and

25; Therapeutic Solutions Consulting, LLC. (Andres J. Mercado, ajmercado@santafenm.gov, 505-629-6255)

Committee Review:

Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

c. Request for Approval of Amendment No. 2 to Contract #19-0591 for Coming Home Connection to Increase Compensation an Additional $75,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $225,000. (Julie Sanchez, Youth and FamilyServices Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

d. Request for Approval of Amendment No. 2 to Contract #19-0593 for Interfaith Community Shelter to Increase Compensation an Additional $150,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $450,000 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

e. Request for Approval of Amendment No. 2 to Contract #19-0587 for La Familia Medical Center to Increase Compensation an Additional $75,000 for FY22 Safety-Net Services for a Contract total of $225,000. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

f. Request for Approval of Amendment No. 2 to Contract #19-0592 for the LifeLink to Increase Compensation an Additional $70,000.00 for FY22 Navigation and Safety-Net Services for a Contract Total of $210,000. (Julie Sanchez, Youth and FamilyServices Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

g. Request for Approval of a Professional Services Contract for a Total Amount of $376,000 for a Four (4) Year Contract to Aspen Solutions, LLC to Provide Program Evaluation Using a Results Based Accountability Framework for the Grantees of the Human Services Committee and Children and Youth Commission. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)
Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

h. Request for Approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County, and the Santa Fe Community Foundation (SFCF) for SFCF to Serve as Fiscal Sponsor for a CONNECT Wellness Fund, No Funds Attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)
Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

i. Request for Approval of Amendment No. 2 to Contract #19-0584 for St. Elizabeth Shelter to Increase Compensation for an Additional $100,000 for FY22 Navigation and Safety-Net Services for a Contract Total of $300,000. (Julie Sanchez, Youth and FamilyService Division Director, jjsanchez@santafenm.gov, 955-6678)
Committee Review:
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body: 09/29/21

j. CONSIDERATION OF RESOLUTION 2021-48: (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

k. 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

l. 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 Budget Adjustment Resolution (BAR) 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

m. 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., rsgloriosomoss@santafenm.gov, 955-6632)

Committee Review:

Finance Committee: 09/20/2021

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

DISCUSSED

n. 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

Ms. Bustos-Mihelcic read the caption for this item. Director McCoy was present.

Councilor Garcia pulled this item for discussion. He noted everyone is aware of the settlement from the furloughs. There was great contention on it among Councilors and among employees. But all agreed furloughs were the wrong step taken. He asked if there were other steps to be taken now. At the last meeting, the Governing Body agreed to the settlement with AFSCME, and he assumed the allocation of resources was the final step in turning the page on this unfortunate chapter.

Mayor Webber asked for any steps that would come to the Governing Body for a vote.

Ms. McSherry explained this is the last step for the Governing Body.

Councilor Garcia thanked her. For the folks affected and as part of the settlement, we want to get the resources in their hands as soon as possible. Some of the affected employees were not part of the settlement. When these come to us in the future, we need to consider the impact on all employees. He asked if those no longer with the City were eligible.

Ms. McSherry said if they were impacted, they are eligible. They will be treated the same as current employees.

Councilor Garcia – this issue just drags on and on and he was glad we are taking the steps to correct it.

Councilor Garcia/Councilor Villarreal to approve this item.

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

Discussion on the Motion:

Councilor Vigil Coppler appreciated those employees who suffered less pay for all those weeks. We appreciate what they do and commended Councilor Rivera, Councilor Garcia, and herself for working to get it done. They continued to work for the City and try to make ends meet. Thanks for that. The settlement was well deserved. If any employee felt they did not receive what they should have received, they should speak up.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

10. **DISCUSSION/ACTION ITEMS**

a. 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

Ms. Bustos-Mihelcic read the caption for this item. Director Burnett was present.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the amendment to the Wilson & Company PSA as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

b. CONSIDERATION OF RESOLUTION NO. 2021-49. (Mayor Webber) A Resolution Extending the Emergency Proclamation Declared by the Mayor on September 27, 2021, by Forty Days, Expiring at Noon on November 8, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcshery@santafenm.gov, 955-6961)

Committee Review:

Governing Body: 09/29/21

Ms. Bustos-Mihelcic read the caption.

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

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

c. **Request to Publish Notice of Public Hearing on October 27, 2021.** Consideration of Bill No. 2021-23. An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Councilor Garcia) (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

Ms. Bustos-Mihelcic read the caption for this item. Mr. Martinez was present.

MOTION: **Councilor Cassutt moved, seconded by Councilor Villarreal, to approve publication of the Notice as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

d. CONSIDERATION OF RESOLUTION NO. 2021-50. (Mayor Webber)
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. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 09/27/21 (Public Works and Utilities Committee)
Governing Body: 09/29/21

Ms. Bustos-Mihelcic read the caption for this item. Director Ochoa was present.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to suspend the rules to be able to consider this item, since this matter was introduced at the Public Works/Utilities Committee on Monday (September 27, 2021).**

Discussion on the Motion:

Councilor Garcia asked to be listed as a cosponsor.

He asked referred in the Resolution on page 4, line 8, talking about the City Manager's coordination of the City's efforts to recruit appropriate personnel …

Councilor Romero-Wirth brought a Point of Order and clarified that this is not discussion on the substance of the bill but just a procedural motion.

Councilor Garcia apologized.

VOTE: **The motion to suspend the rules was approved on the following Roll Call vote:**

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

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

Discussion on the Motion:

Councilor Garcia said on Manager LaPan Hill's authority to direct staff, there is a fiscal impact and thought the impact should be included in the FIR. He asked Director Ochoa why the FIR said zero impact.

Director Ochoa considered it at zero because participating in the discussions is part of her regular duties. She talked to the Veterans Committee and the Immigration Committee and that is part of her regular duties – to support those already working on these things.

Councilor Garcia understood and thought there would be an impact for other personnel whom she directs to work on it in various ways.

Councilor Garcia asked for a review in six months. It is a very important initiative as refugees get settled in various communities and for the City to not have to scramble to find the resources for it.

Ms. McSherry suggested an amendment to add another clause for a six-month review.

Councilor Garcia asked to be listed as a cosponsor.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend the Resolution, adding a six-month fiscal review clause.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

Discussion on the Motion as amended:

Councilor Garcia thanked Director Ochoa for working on this effort to support those in need.

Councilor Vigil Coppler asked to be a cosponsor and in the FIR discussion, she noted on the expenditures form, there is an asterisk to include all staff time on the project. She didn't view it as just affecting new money but on what kind of money could be spent. The asterisk requires that all Staff time be accounted for.

Councilor Villarreal felt this is important and she wanted to cosponsor. She suggested also copying the Governor and Legislators on it. They know we need to coordinate efforts.

Mayor Webber thought that was a good suggestion. The more we indicate our sentiment and values of the Governing Body with the partners, the better we are. For the most part until now, conversations he had with the sponsoring organization indicated they are very comfortable shouldering the load to bring people here safely, and introduce them, and help with housing, school, etc. It is a widespread network.

Councilor Villarreal understood their support and was just thinking of copying others.

Councilor Cassutt agreed and wanted to be a cosponsor.

Mayor Webber and Director Ochoa were connecting with Lutheran Social Services and others with the sentiment of his colleagues. We are a welcoming community and partner. The lead agency is probably the federal State Department for those fleeing Afghanistan. Communications with us have been minimal except for numbers from Lutheran Social Services. He also got a call from Rabbi Neal at Temple Beth Shalom who wanted to help. This is an emergency to which we are rising.

Councilor Villarreal suggested language – Be it further resolved that the City Clerk transmit to the Office of the Governor, members of the State Legislature and the Santa Fe Board of County Commissioners.

Mayor Webber added the congressional delegation.

Councilor Romero-Wirth proposed referring to their proper names – Speaker of the House and Senate Majority Leader of the New Mexico Senate.

Ms. Bustos-Mihelcic added County Manager Miller.

Councilor Villarreal agreed with those additions.

Councilor Villarreal/Councilor Cassutt to amend as stated. Vote on amendment – unanimous.

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt, to amend the Resolution with added clause, "Be it further resolved that the City Clerk is directed to transmit copies of this resolution to the Office of the Governor, the Speaker of the New Mexico House, the Majority Leader of the New Mexico Senate, the New Mexico Congressional Delegation, the Santa Fe Board of County Commissioners and the Santa Fe County Manager.**

VOTE: **The amendment was approved on the following Roll Call vote:**

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov)
INFORMATION ONLY

Progress Report: Overview of September 2021 Activities
Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

Director Brown was present with Daniel Hernandez.

Director Brown introduced the report and turned to Mr. Hernandez.

Mr. Hernandez presented the report with screen sharing.

He showed the 9-step plan, Goal Areas, with long term value; and the goals around long-term develop, public policy and community planning. He then restated the concept, planning, and implementation phases. Now in the planning phase. He showed a timeline and noted they are at the Public Planning Session: workshop and other community events regarding the Community Development Plan.

The City is not the developer, but the steward of Midtown, leading a team of planning and public engagement consultants to create two interconnected plans combined to create the Midtown Redevelopment Plan. He briefly described the Development Framework Plan (systems oriented) and Community Development Plan (policy oriented).

He reviewed the listening sessions feedback from July and their topics. They he described the September Planning Sessions Feedback:
Sustainability + Health with Sustainable Design for LEED certification. Midtown can work as part of a district called the Midtown LINC – Local Innovation Corridor Overlay District. And the Opportunity Zone is using federal state and local resources. The team recently met with adjacent property owners and shared how they could have better access and commercial destinations near Midtown.

He mentioned again that the State is very interested in land swaps. They also looked at all the work over the years for an integrated system (plan for connectivity, open space, and stormwater management.

Potential for Metropolitan Redevelopment Area (MRA) was described and looked at reuse of existing buildings.

In October he anticipated a resolution to the Governing Body to ensure Midtown Moving Forward with a Development Framework Plan and Community Development Plan.

He spoke to an RFP for the Visual Arts Center, the Garson Studios, and the Fogelson Library to be a public library and innovation hub.

The Study of the Government and Community Services Building would either reuse existing buildings onsite or be a new facility on an adjacent city-owned parcel. Then the Study for MRA would be part of financing and development mechanisms for the Midtown District and proceed with a land swap process with the State.

He announced the Midtown Drop in on October 14 and 28 and Voices on October 7, 21, and 30. He reminded the Governing Body of the Midtown Engagement Partners and Midtown Activation Program which now has five strong applications. The Midtown Block Party will be on October 24 from 12 pm to 5 pm.

Councilor Villarreal commended the team for these events. She attended two virtually and one in-person. The tools to visualize and activate partners is very good. Thanks to Mr. Hernandez. It was good to see Opticos interacting with the public.

In response to Councilor Villarreal, Mr. Hernandez will get more demographic material to everyone. He will put the October 30 voices event to the Governing Body and put it on the website and other social media placements. He noted that Chainbreaker is the lead agency.

Councilor Garcia noticed that slide 22 had lots of comments. That is the critical information he would like to see. That is the meat in this process. He wanted to hear all the feedback – good, bad, and otherwise.

Councilor Garcia asked for clarifications on conflicting information on the second slide. The first bullet was cancelation of the RFEI process and that we are not developing that. How we will use the space is a form of development – one of the many development processes mentioned, but then claimed the City is not the developer.

Mr. Hernandez understood the conflict. He tried to frame it as two different elements. He explained he wanted to pull back from the master developer route and be stewards of public policy. The City is a steward of public policy in development. And he would like a conversation with Councilor Garcia for better nomenclature.

Councilor Garcia suggested maybe we are co-developers. Using different words complicates the situation.

He thanked Mr. Hernandez for his presentation. He apologized that he couldn't attend last week. His hands were full (baby). He agreed the Block Party is wonderful.

Councilor Cassutt thanked Mr. Hernandez for the past weekend event. She had an opportunity to eavesdrop and listen to Opticos and Mr. Hernandez interact with the public. They were good discussions and conversations and there were lots of post-it notes. She looked forward to the Block Party too. She understood it was a lot of heavy lifting.

Councilor Vigil Coppler agreed with Councilor Garcia on development. There are many forms of development, and the City is a developer of this project. She had asked from several months ago, what the cost is so far. She would like to see the cost updated at each presentation and every performance measure so we can know what we are spending for what. We would know if it was a contract.

Director Brown agreed to provide it.

Councilor Vigil Coppler added that she saw the progress and it is good.

Mayor Webber thought this was an excellent progress report. It was great to see everyone at Midtown last weekend. We could see the pace picking up with a sense of momentum and direction. A great group of people were there with energy. More block parties give people the opportunity to interact outside of formal settings.

13. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill acknowledged all the work going on in the City. Fall gets crazy and messy. Teams throughout the City are working on medians and addressing the citizens' reports. We have five on staff responsible for all the medians. There is rain in the forecast and nature keeps on giving but she wanted to commend her team and Director McDonald for handling all of it.

14. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry said she will do a quarterly litigation update at the October meeting and try to get it out next Wednesday.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic had nothing to report.

16. COMMUNICATIONS FROM THE GOVERNING BODY

a. Introduction of Legislation – September 29, 2021.

Councilor Villarreal would like to cosponsor Councilor Rivera's Resolution. She wanted to thank Staff for working with the County Clerk on absentee ballot box locations. We are running into snags with permits. It doesn't look good for one at the Convention Center now. There must be a way to get through it since it is our property. That location has snags and the County Clerk is running out of time.

Ms. Bustos-Mihelcic said she will investigate it. Some delays are not related to the City. The City agreed to expedite the permitting process and waive fees on the permits. He communications with the project manager at the Secretary of State has been good. She will forward those emails.

Councilor Villarreal asked if there was something she could do to help with the process. Permitting is strange.

Ms. Bustos-Mihelcic clarified that the delay is not on the permits but on the equipment. The City has provided the necessary permits.

Councilor Vigil Coppler announced that Don Christy was the recipient of Pay Forward, $400, today. She thanked Jeff Berringer, former police officer who followed up and had the idea to do it. Don Christy was very surprised. Being good hearted as he is, he donated the $400 back to the program and the families who are needy. She congratulated him on the recognition.

Councilor Rivera introduced a resolution convening the Independent Citizens' Redistricting Commission and calling for the redistricting of the four City of Santa Fe Council Districts prior to the Municipal election on November 7, 2023, based on the results from the 2020 United States Census, and a resolution about the 2023 - 2027 ICIP.

Councilor Cassutt wished happy birthday to her father whose birthday is today. Many Councilors know him. She felt fortunate he fathered her. He is far away today but will be back soon.

Councilor Garcia thanked everyone for their well wishes and warm thought on the birth of their son. He was hoping to bring him today, but he is in midst of a feeding cycle now. Maybe a guest appearance later. He was glad Elijah was with them.

He asked Ms. McSherry for clarification since he was not able to attend the PWUC. An item was pulled off the agenda without their approval. He would have assumed only the sponsor would have that authority unless there were extenuating circumstances. He wondered why it was pulled off without notifying the sponsor and what the authority is to do that.

Ms. McSherry couldn't answer his question.

Councilor Garcia asked if City Staff can pull off an item without the sponsor's consent.

Ms. McSherry clarified that in this instance, the packet was not complete.

Councilor Garcia wanted to understand if it happens again.

Mayor Webber was not aware of it but suggested an offline answer might be better than a discussion here.

Councilor Garcia suggested having an update at the next meeting from Ms. McSherry since offline doesn't allow all of us to hear about it for full transparency.

Ms. McSherry did not think that was addressed in the procedures and it would be good to clarify it. She suggested an amending resolution as the appropriate step to take.

Councilor Garcia said, regarding the Bicentennial Pool, he heard there is now money to make the repairs with $2 million that was found. He asked where the money was found. It was reported by Director Wheeler that there was not a complete analysis on what it would cost to repair the pool, but the Governing Body members have heard plenty from constituents about it. He was not aware that $2 million had been found for that or that the City had an assessment on it. If all the information is there, he asked why the Governing Body not being informed about it. It is a very important issue and keeping it from the Councilors is not transparent. He was not happy having to learn this from a community forum and not from City Staff.

Director Wheeler said she has a packet on its way to the PWC and Governing Body. She explained she needed to get solid quotes from contractors to be able to get the pool open by next Memorial Day. She identified the amount needed with Finance and they just found the funds to use. She will bring it to the next Governing Body meeting.

Councilor Garcia thanked her and added that the Mayor had that information and questioned why the rest of the Governing Body did not have it.

Director Wheeler said she just got the quotes a couple of weeks ago. It is a complex process. They identified the money, and the scope was created.

Councilor Garcia understood but said that still didn't answer the question. The preliminary information went to the Mayor but not the Governing Body. It was very important to the community. The community expects all Councilors to provide accurate information. He looked forward to that report to disclose where the $2 million came from.

Director Wheeler explained that the money came from 2021 excess GRT over budget.

Councilor Garcia was glad to hear the pool was not going extinct. It is coming back for next summer. He thanked everyone for making that happen.

With the change of season and change of weather, we will soon see visitors from the Balloon Fiesta, and he reminded folks to be kind in welcoming those visitors. They are excited about coming to our City and he encouraged everyone to help them buy in Santa Fe and eat in Santa Fe. Their money comes back to us.

Councilor Lindell asked that people in her neighborhood and the foothills to keep their trash inside. Numerous bears are around. She saw a bear about fifteen feet from her door the other night and it scared her. She turned the light on, and his head came up.

She said she always has wished her mother happy birthday on her day. She would have been 104 years old yesterday. She was born during a heavy snowstorm in western New York on the day of her birth.

Councilor Abeyta had nothing to communicate.

Councilor Romero-Wirth said she has been getting emails about bears from as far as Arroyo Chamiso. They are searching for food and water. People should not leave trash out. Take the bird feeders down. Don't make a habitat for them. We need to discourage bears from being too close.

She was excited with the new pickleball courts. It is fantastic news for them at Ft. Marcy. Director McDonald worked closely with the local pickleball league. They are beautiful and a great example of responsiveness. She encouraged all to get out there and see them.

She thought the Governing Body needs to revisit the Mayor as executive in the City. In our City, the executive and legislative are blended. It is his administration, and he hears things sometimes before the Council does for those of us in the legislative sector. She was concerned since it is communications from the Governing Body, but we don't always have Staff available to answer our questions here and off-line. She said she has had agenda items that didn't get scheduled because of incomplete packets or bills not signed off by the City Attorney yet. Sometimes that just takes longer. We often don't introduce resolutions until they are ready. she might bring something in the future about that.

Mayor Webber introduced a resolution establishing the City of Santa Fe Legislative Priorities for consideration by the New Mexico State Legislature during the 55th Legislature – State of New Mexico – Second Session, 2022, and will make its way through committees.

He introduced a resolution authorizing the assignment of authorized officers to be eligible for and receive certain federal funding.

He also introduced a resolution approving the City of Santa Fe's Title VI Transit Program, as required by the Federal transit Administration.

Mayor Webber was delighted that pickleball is finding a home in Santa Fe. He was not an established pickleball player. He tried it once and got injured. But it is wonderful to see a group of people so happy in their own club with the efforts of Director McDonald and have those pickleball courts. It was refreshing and admirable. Because of COVID, a lot of hardship and loss has come upon people. And here we have hundreds of people

who want to get together and play. And the City has made it possible in the same spirit of cooperation. Councilor Lindell has helped, and Councilor Romero-Wirth is an accomplished player. It is a fun sport across generations. It will become an Olympic sport soon.

He gave an update on the guaranteed income project. We are making a tremendous statement. There was a process to apply, and 170 young parents applied. 100 applicants were selected. And the first stipend will start in October with 100 participants in the project. It consists of financial counseling and direction. And it is preventing loss of other benefits while receiving this stipend. All students are required to attend a benefits meeting. He added that 55% of them reside in zip codes 87507 and 87505. 20% are Spanish speakers and two have a Native American language as their first language. They are busy parents going through the onboarding late at night. Others have talked with a counselor while shopping, looking at finances, caring for a child, studying, or making means. Two-parent/students dropped out of school because they couldn't both work and go to school. When they were accepted, they re-enrolled.

"All of them are excited on how this will help their lives be easier. It is a comprehensive report. It is moving forward. We have the money, and it is a diverse group of people who will get their first stipend in October."

Recess

At 7:15, Mayor Webber declared a ten-minute break and would reconvene at 7:25 p.m.

EVENING SESSION - 7:30 P.M.

The Governing Body reconvened at 7:30 p.m.

17. **ROLL CALL**

Members Present
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

None were absent.

18. **PETITIONS FROM THE FLOOR**

Stefanie Beninato said she had submitted a written petition from the floor. A permit was issued from the Land Use Department regarding a fence right on the property line which has a wall. She was not sure why the permit was issued.

She commented that at the HDRB meetings, one Board member never appears on camera at all, and no box is shown for that member, but votes on all motions. The Chair evidently can see the member, but the public cannot. So the public never knows if the person is asleep, or not even present, considering the project being proposed. She felt it was disrespectful and thought the City Manager should remind that person what their responsibility was as a Board member.

Marlow Morrison, president of the Candelas Randino Homeowners' Association, speaking on the South Meadows Open Space. She asked the City to look at the Southside open space the same way as the celebration of the new pickleball courts. It is a space the community cherishes and uses every day. And now it is under threat of development. She had 133 Facebook people join with her petition who want this property preserved as a park. She did some research and looked up the annexation settlement agreement. There are things in the agreement she had questions about. The transfer is not complete and has not been transferred to the City. The County allocated funds for improvements to that park. A County Commissioner and Mike Loftin say the property is still owned by the County and the deal has not been signed. She asked that it be kept as a park for this community and what she could do in presenting evidence to keep this open space designated park. It should be preserved as a park and not developed as anything other than park land for the health of this community. She asked for suggestions on that.

Mayor Webber said the Governing Body will take it under advisement.

Rachel Thompson said she also listened to the South Meadows project at the ENN meeting and there were at least 80 persons there. Many people brought up that there was no Spanish translator at the meeting. It was crazy, given the location of the project. The Presenter said one would have been provided had it been requested. They would have heard from even more people if they felt comfortable and there was a translator there. A couple of people helped with translating but the City meeting should not rely on the neighbors to communicate or translate. That should be provided. Thanks.

Ms. Bustos-Mihelcic called on Barb T, but she could not unmute.

Joanna Garcia thanked the Council for allowing her to speak regarding the South Meadows park property.

Ms. McSherry interrupted to say these petitions could be a problem since this matter could become a quasi-judicial hearing on a proposed project. We are not supposed to engage in any merits of the case.

Mayor Webber asked her to expand on that.

Ms. McSherry explained that if this project comes to the City after the ENN, the Governing Body sits as judges and are not allowed to speak to folks without a hearing. If it comes here, there will be a public hearing, but we cannot have communications from the public until the public hearing. So there are limitations on us, and it must be sworn testimony opportunity and a packet will be submitted if it becomes a case for the Governing Body to rule on. She briefly explained the options and the limits.

Mayor Webber understood the process can be addressed but not the merits of the property.

Ms. McSherry added that specific elements – specific matters for this project should not be raised here. And when it comes to the Governing Body, Councilors would have to disclose all the interactions between them.

Ms. Garcia asked when the hearing would take place.

Mayor Webber explained we don't know right now. We don't have a schedule for it yet.

Ms. Bustos-Mihelcic said Barb T was talking with her and understood the Governing Body could not talk about developments. She wanted to know how to address the issue which is changing from County to City, and who she could talk with to slow down a development.

Mayor Webber said Staff would address that later.

William Mee said he was going to comment on that open space also. He said Romero Park, located near Agua Fria Village, is overused and they hoped this open space would give the park some relief. Romero Park was planned as a local park.

Mr. Mee also reported that Storage #2 at the Wastewater Treatment Plant has a leak to the environment that must be reported to EPA within 24 hours but was not reported. Solids as big as one quarter-inch are being released from the plant which is also in violation. Councilors should drive out there to inquire what is going on.

Rick Martinez asked the City to take over that space and keep it as an open space park. It is a great opportunity for the City to create open space. It is now surrounded by developments, and he urged the Governing Body to take it over.

Mayor Webber repeated the Governing Body should not take testimony on this project. He asked the members of the public to please try to heed that advice.

Ellen Stone said she appreciated the warning to not mention the field on South Meadows. She was curious about the process and felt a need to advocate. Is there a resource on the website or if it was known when the next meeting will be? She just didn't know what to do and wanted to follow the rules.

There were no other petitions at 7:57.

19. **APPOINTMENTS**

There were no appointments.

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-20. ADOPTION OF ORDINANCE NO. 2021-18. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal)

An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:

Introduced: 08/02/21
Quality of Life Committee: 08/18/21
Governing Body (Request to Publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (Public Hearing): 09/29/21

Ms. Bustos-Mihelcic read the caption for this case.

Staff Presentation

Assistant City Attorney, Marcos Martinez, said the purpose of this ordinance is in the title as reading the big picture. The goal is to allow

people to obtain electronic signatures on qualified small contributions. It is a very small change in the Code. The ECRB would be able to permit these signatures for the forms. The ECRB recommended the Governing Body modify this ordinance instead of having them engage in a separate rulemaking process. So it would allow electronic signatures on the forms.

Public Hearing

There were no public speakers, and the public portion was closed.

Action of the Governing Body

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt, to approve the Electronic Signatures Ordinance as presented.

Questions and Discussion from the Governing Body

Councilor Lindell asked, if electronic signatures are allowed here, why the Governing Body could not allow them on petition signatures also. she realized Mr. Martinez did not bring that forward and perhaps there are Councilors who did bring it who could answer that question.

Mr. Martinez clarified that this bill began by action by ECRB in looking at their authority. They hesitated to do any rulemaking. The ordinance contemplated use of electronic signatures. Mr. Martinez thought the question was worth pursuing to see if they would recommend changing the portion of Code on petitions, as well.

Councilor Lindell noted the Code requires seed contributions, and they are to be accompanied by a form signed by the contributor. If the form is to be signed electronically, she wondered how the contributions would be transferred.

Mr. Martinez said Councilor Villarreal asked the same question. He viewed this as an intermediate step toward allowing such contributions to be allowed electronically soon. That would then use the same process the State and Albuquerque are using. Albuquerque created a software system that allows electronic payments for those contributions. The Governing Body can consider that. It requires a little more study on managing a central software system. He didn't think the State used that but had another software system and he had a question on who pays the fees.

Councilor Lindell pointed out that our Code says the contributions must be no less and no more than $5. If done electronically, one way or another, a fee would make it either be more or less than $5. So our system doesn't now allow for electronic contributions

Mr. Martinez agreed that is a plausible reading of the Code. He explained that Albuquerque doesn't have a transaction fee.

Councilor Lindell understood, but that is not what we are doing here.

Mr. Martinez agreed – not in this bill.

Councilor Lindell didn't see the advantage of an electronic signature without electronically paying it. That would leave only cash or check. It takes us only halfway and into a more confusing situation.

Ms. McSherry cautioned than any interpretation of Code on contributions must be submitted to the ECRB to get a binding decision on how to apply the code and please get it from the ECRB. This bill does not govern electronic donations and not the discussion subject here.

Councilor Lindell thanked her for clarifying it, but she did want to discuss it. She felt it was germane and asked why an electronic signature would be okay but no an electronic contribution that must be mailed in, hand delivered, in a check or cash. The two do not align.

Ms. McSherry said the Code does not allow electronic donations, but the City does allow electronic fees paid.

Councilor Lindell suggested if we allow electronic signatures here, why not for petition signatures? Why one and not the other? There are numerous things in the campaign code that need to be worked on. Why are we not looking at all parts of it and not just signatures?

Councilor Garcia thanked Councilor Lindell for her great questions. The answer is, as a sponsor, he was deferring to ECRB. All changes should begin with them. He could not justify why they are choosing one or the other. It is a great question for them, and we can go back to them to review and recommend any changes on electronic petitions and payments. Even this little change here helps us improve the process. Folks don't have to use pen and paper to fill out the form and can do it online for submission to the City Clerk. Correcting the donation and correcting the signature are challenging. For the signature, it encourages candidates to apply for public financing. It helps level the field in that sense. It eliminates lop sidedness. The second part is that the City needs to be willing to take on the system.

As Mr. Martinez said, we don't have the infrastructure to make the corrections. At Albuquerque, the city is the bank and eliminates that transaction fee. We are taking incremental steps for progressive improvement. So if no one needs to carry a clipboard around but can collect petitions on a smart phone, it is an improvement and not being exclusionary in campaigns and public financing. He proposed to refer the questions back to ECRB and get their feedback on how the City should incorporate the finance system to collect the contributions. This is one step on the way.

Councilor Lindell asked if the City Clerk had a comment on this as one who has hands-on for this. This sounds like it comes from the ECRB and perhaps Councilor Garcia was asked to carry it. She saw Councilor Garcia nodded his head.

Ms. Bustos-Mihelcic clarified that she brought it to ECRB a couple of meetings ago. The conversation was more comprehensive on a plan for an on-line reporting system. Unfortunately, that was not identified in the budget cycle. And there is no time for an RFP to get issued before this election. The intent of her presentation was to do a comprehensive overhaul of entire process. The Code's limitation to exactly $5 also needs to be reviewed.

Those petitions are sent to the Secretary of State, so she went to the Secretary of State for clarification. It isn't something the City has purview over but could help with technology. Albuquerque is ahead of us on technology, but we are working on it. She hoped that clarified the issue.

Councilor Romero-Wirth offered about making the nominating petitions electronic as well that it needs to be done as some of the work in coming attractions. The City Clerk is committed to get all in electronic format and keeping up with the times.

Councilor Villarreal thanked ECRB for bringing it forward and others who have pressed for an electronic format. There is a lot more to work but once we get to that point, we can work out the details. It should become a reality for candidates to get public financing. She looked forward to the next iteration.

Councilor Abeyta supported it and felt we should have done this long ago. There is no reason Albuquerque should be ahead on this. He understood Councilor Lindell's point.

Mayor Webber noted this is a discussion where no one is wrong. The comments are germane and using current technology is best. And the work is not finished. We need to go down this road. We should have done

it sooner. It is a step toward modernizing our process and systems available to use. This is how campaigns are run.

Councilor Lindell added that if the Governing Body doesn't work on it more soon, we will have just created confusion, and this won't be an advancement but trying to meld two systems into one. It needs to be more of a macro view. This is such a micro piece of this. Why do only that part? It is so incomplete on what needs to be done. She had no idea why it came in such a tiny piece of what needs to be done.

Councilor Romero-Wirth provided context for Councilor Lindell's last question. The ECRB was asked to do this by regulation or rule and had no process for them to enact it, so they thought it best to bring it as a bill to the Governing Body.

Mr. Martinez agreed her recollection was correct. They were analyzing the transaction process and the leftover part of the Code. There was a strikeout about making use of electronic forms because the City does not have a well-developed process for rule changes. While they were unable to make a strong recommendation on electronic payments, this was articulated before in the Code, and they didn't want to wait any longer. ECRB didn't want to wait, so they made the recommendation to Governing Body to get the changes made.

Councilor Romero-Wirth thought i was important to know why the bigger package wasn't brought. She pointed out that the City is in the middle of an election now and we need to do it now. We know it is part of the modernization we must do, and this is just another example of that. She thanked Mr. Martinez.

Mayor Webber added that Ms. Bustos-Mihelcic has a strong commitment to look at it holistically to modernize the whole election process.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

b. CONSIDERATION OF BILL NO. 2021-21. ADOPTION OF ORDINANCE 2021-19. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia)

An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 07/14/21
Quality of Life Committee: 08/18/21
Mayor's Committee on Disability: 08/19/21
Governing Body (Request to Publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (Public Hearing): 09/29/21

Ms. Bustos-Mihelcic read the caption for this item. Mr. Jesse Guillen was present for this item.

Staff Presentation

Mr. Guillen presented and noted Tom Graham was also present to answer technical questions. This bill sponsored by Councilor Villarreal on ADA requirements for public accommodations to have closed captions in businesses with TV monitors in place. He briefly described the proposed penalties and the process for implementing this ordinance.

There are civil penalties for offenses to closed captioning compliance with ADA. The City will give them a chance to comply and deferred to Tom Graham. And noted there were people in the room to speak to it.

Mr. Graham said he didn't have anything to add. Mr. Guillen was very clear about it, and he thanked the Governing Body for considering it. He clarified that he is a member of the Mayor's Committee on Disabilities.

Public Hearing

Mr. John Hooper thanked the Governing Body for the invitation to speak. This is important for everyone who is hard of hearing or deaf. Without captioning, we don't know what is going on. So this is very valuable legislation to pass. He hoped it passes. He mentioned similar legislation In Portland and Seattle.

Ms. Ellen Stone wondered how people would be informed how to turn on closed captioning. Evidently businesses know it is required.

There was another person who wanted to testify and could not get unmuted.

Mayor Webber didn't close public hearing in case she could get unmuted.

Pam Parfitt was later unmuted but did provide testimony below.

Action of Governing Body

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the Ordinance for closed captioning as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

Discussion and Questions from the Governing Body

Councilor Villarreal, said this ordinance provides inclusion by requiring closed captions for all members of the community, especially during a crisis or emergency. She thanked John Hooper who spoke and was also on the Mayor's Committee. He was the one who brought it to her. We take hearing for granted and need to recognize this ordinance as a reminder. We didn't start off with closed captions. We all have that blind spot at times. She thanked the Mayor's Committee on Disability for pointing it out. This is required and need to do a good job with our PIO on ways to let the businesses to know about the requirement. Many of them end up being changed from complaints but hoped this would take place before that.

Councilor Lindell was a cosponsor on this. She said, as one who has genetic hearing loss from her mother. People may not be aware that we have a hearing loop in Council Chambers for those who wear hearing aids and that helps us hear better and tamps down the background noise. It helps them be full participants. There should be no annoyance to anyone when closed captions are turned on. She appreciated bringing this forward and appreciated the Governing Body moving it forward.

Mr. Guillen said the City did implement closed captions for several meetings several months ago and just had a glitch today, but they will make it work on Zoom.

Pam Parfitt [from the public] was able to unmute. She thanked the Governing Body for considering this ordinance. She said with people wearing masks, it is impossible to read lips and people have told her how much they rely on reading lips and faces for content. Having closed captions on televisions will help with those who didn't realize they couldn't hear well. The time until they do something averages seven years. Sometimes the news is terribly important and those with hearing loss don't know how much they need help. The Governing Body's consideration of this is very important.

Mayor Webber thanked her for the testimony. He added that his family doesn't watch any television without closed captioning. This is a useful tool for everyone as our population ages. A real benefit for many people.

Mayor Webber closed the public portion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

c. CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-20.

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. (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
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

Ms. Bustos-Mihelcic read the caption of this item. Ms. Salazar, Manager Berke, Mr. John Blair, Director Jason Kluck and Mr. Martinez were present for this hearing.

Staff Report

Director Jason Kluck gave the report. He thanked Staff who helped with this project and to the Planning Commission for their heavy lift on this legislation. He turned it over to Manager Berke.

Manager Berke went over the way it would work. He acknowledged Mr. John Blair, from Regulation and Licensing and Mr. Martinez and Jesse Roach on water and Ms. Salazar on retail locations.

He said the legislation changes included amending the Land Development Code with a new category of specific uses to include commercial Cannabis establishments and an amendment on agricultural uses, home occupations, and definitions and specific standards for cannabis establishments.

He reviewed the Cannabis regulation Act (HB 2) with applications accepted on and after September 1 for both retail establishments and consumption areas on January 1, 2022. He read the background from his shared screen and shared a zoning map of the City.

He read the Cannabis legislation and then Next Steps. He mentioned the PLUD Review and Recommendation with six consistency provisions.

He recommended approval of the ordinance. He dealt with questions that had come up with a table on coverage sizes and discussed California and Oregon provisions. He briefly reviewed those responses with the Governing Body.

Mr. Blair spoke for the State. He reviewed the State plan and how it affects Santa Fe. Cannabis Control Division is quite busy. Emergency rules on manufacture issued on September 9 for 180 days to allow time for permanent rules to comply with highest levels of safety and were available on the CCD website. He invited people to participate in the public hearing on October 8.

Mr. Blair talked briefly about medical cannabis and how it was differentiated from medical cannabis licensing and controls. He explained that all manufacturers were now required to set aside 25% for medical cannabis usage. He commended Santa Fe for being in very good company with the best of other areas of the State who have established local rules and codes to follow.

Mr. Martinez presented on what the State Law requires, sharing his screen, regarding use of water. Manufacturers must provide proof of possession of water rights sufficient for the volume of their production with documentation from the water company. He then reviewed how Santa Fe has handled medical cannabis production up to this point.

Director Roach made no presentation but was available to respond to questions on water.

Ms. Salazar spoke to the zoning issues and shared density maps on the screen. Although she had sent the maps before, she spoke to the maps and interpreted them for the Governing Body how buffers were established, and the dimensions involved. She identified school locations and places of worship that were in close proximity. It also identified where manufacturing could be done.

Ms. McSherry made a few clarifications on grandfathering.

Public Testimony

JD Vasquez thanked the Governing Body for their service. His concern was with the lack of a buffer around faith community with a possibility of a marijuana shop next to a church. He thanked Councilor Garcia for that amendment.

Stefanie Beninato spoke on separation, saying that if the Governing Body doesn't have the same distance requirements as for alcohol, they will have a due process problem. For the distance from schools, etc, exceptions are allowed and requested that the same exemptions for cannabis be considerable by the HE.

There were no others public speakers, and the public portion was ended at 9:52 pm.

Action of the Governing Body

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Ordinance regarding Cannabis as it was amended.

Discussion on the Motion:

Councilor Vigil Coppler asked Manager Berke about indoor vs outdoor regulations in zoning, and how he would classify a detached greenhouse as indoor or outdoor.

Manager Berke clarified it would be indoor if the greenhouse is enclosed, either attached or unattached.

Councilor Villarreal thanked Staff for dissecting all the questions we had. It was helpful in comparing ours with other jurisdictions to give a framework and thoughts for the future. She really appreciated the work of John Blair. Santa Fe is in a good place with the work done by City Staff and lots of work in subcommittees and the work of Planning Commission. The map was amazing and nice to play with it to see where things were located. She was willing to accept the amendment but wanted to discuss the process for exemptions or waivers. Is that what Staff sees as a possibility?

Ms. McSherry suggested putting that procedure in the liquor section or put it in Chapter 14 if no hearing was desired. It would be an additional caption to publish.

Councilor Villarreal asked if she anticipated it.

Ms. McSherry agreed. She got the request from two Councilors and just needed to know the preference.

Councilor Villarreal looked forward to more tweaks along the way, but this makes it safe tonight. She thanked them for a thorough presentation.

Mr. Blair added that at the State level, someone can apply for a variance and a hearing per the Open Meetings Act.

Councilor Garcia introduced his amendment – Many thanks to Staff, Planning Commission, and subcommittee.

He moved to amend in four ways – included in 300 buffer zone as same procedure with liquor sales - >>>> what works best. He had 5 parts in the amendment to incorporate religious facilities, schools, and day care centers.

He moved it/Councilor Abeyta –

MOTION: **Councilor Garcia moved, seconded by Councilor Abeyta, to amend the motion to include a 300' buffer zone from schools, places of worship, and daycare centers, using the same procedures as with alcohol sales.**

Discussion on the Amendment

Councilor Cassutt wanted to clarify for J.D. Vasquez on the smell of marijuana smoke, that the Governing Body is not talking about use, so no smoke would waft into a place of worship with this item.

VOTE: **The amendment was approved on the following Roll Call vote:**

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

Discussion on the motion as amended:

Councilor6 Garcia thanked everyone who worked on this. This is an exciting new industry for the City.

Councilor Rivera asked Manager Berke if the hours of operating were determined by the State.

Manager Berke said the Policy Subcommittee recommended those hours and they did not come from the State.

Councilor Rivera asked if they took Sunday hours into consideration at all.

Manager Berke said the Policy Subcommittee did not talk about specific days of the week.

Mr. Blair said he believed the alcohol hours were done by the State Legislature.

Councilor Rivera said to John Blair that many studies are out to see if the State discussed the increased GHG emitted by marijuana growers. He thought it was serious. The claim was that an ounce of marijuana could cause GHG to the same extent as a tank of gas.

Mr. Blair was not familiar with that data. There is stigma around cannabis, but we recommend considering it as a growth of a plant.

Councilor Rivera said best practices were recommended by a university in New Mexico. He thanked the many people who worked on this.

Mayor Webber thanked him and compared this with the Green New Deal to save the planet.

Councilor Romero-Wirth also thanked John Blair for being here with helpful information. The information shared does help us with our decision.

She thanked the City Attorney Office for all the maps that summarize what the State and the City can do. The way it was put together makes it easy to know what the bill does and was super helpful. Thanks to the Water Department on the water concerns.

She also thanked the Planning Commission and the Policy Subcommittee for their scrambling on it.

Councilor Vigil Coppler asked what rules would supersede those for who wanted to grow at home, but HOA rules would not allow it.

Manager Berke said no commercial use is permitted in a residential zone but by State law, a homeowner could grow for personal use. It could be an HOA issue which is a private issue.

Mr. Blair replied to Councilor Vigil Coppler that as of June 29th it is legal for a person to grow cannabis at their home with up to 12 plants in the home. The State did not contemplate that HOA could not deal with that restriction.

Ms. McSherry added that the City does not advise HOAs.

Councilor Vigil Coppler also thanked everyone who worked on this.

Mayor Webber thanked people on the Policy Subcommittee: Dominic Sategna, Janet Clow, and Jesse Guillen. They did a superb job on it. The amendments were all thought out. He thought exemptions should be

considered also. He thanked John Blair for generously sharing his time and knowledge.

Councilor Romero-Wirth thanked him for doing it with humor too.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal.

Against: None.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:16 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
September 29, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB Sept. 29, 2021

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ESTABLISHING CITY OF SANTA FE LEGISLATIVE PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 55TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2022.	Finance Committee – 10/4/21 Quality of Life Committee – 10/6/21 Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21
	A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) TO BE ELIGIBLE FOR AND RECEIVE CERTAIN FEDERAL FUNDING.	Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21
	A RESOLUTION APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.	Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21

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*
	A RESOLUTION CONVENING THE INDEPENDENT CITIZENS' REDISTRICTING COMMISSION AND CALLING FOR THE REDISTRICTING OF THE FOUR CITY OF SANTA FE COUNCIL DISTRICTS PRIOR TO THE MUNICIPAL ELECTION ON NOVEMBER 7, 2023, BASED ON THE RESULTS FROM THE 2020 UNITED STATES CENSUS.	Quality of Life Committee – 10/6/21 Finance Committee – 10/18/21 Governing Body – 10/27/21

This document is subject to change.

	A RESOLUTION ADOPTING THE 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).	Finance Committee – 10/4/21 Public Works and Utilities Committee – 10/12/21 Governing Body – 10/13/21

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.

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title -

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

Item Type - contract amendment

Item Owner - Bill Schneider

Item Background -

Item Sponsor -

Item Tracking Number - 21-12350

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:50:41

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

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 -

Request for Approval of Amendment #4 to Professional Services Agreement #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

Item Type - contract amendment

Item Owner - Bill Schneider

Item Background -

Item Sponsor -

Item Tracking Number - 21-12350

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:32:08

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

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 SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources and Conservation Manager WHS

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
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design On Call Engineering	5050395	572960	WTR1950501	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

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

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 9/11/2021
Prepared By *{print name}* Date

9/15/2021
Division Director Signature *{optional}* Date

Shannon Jones 9/15/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Sep 15, 2021 09:58 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

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:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME
Vice President Senior Vice President
_____
TITLE

Date: 9/2/2021

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, 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

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

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, 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**

Fran Delaway (Sep 20, 2021 08:15 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 (Sep 15, 2021 16:07 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	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
x	☐	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
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

WH SChneider
WH SChneider (Sep 14, 2021 12:57 MDT)

Bill Schneider, Water Division, PUD — Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Duraway
Fran Duraway (Sep 20, 2021 08:15 MDT)

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.

*

ITEM # 19-0234

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:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING VICE PRESIDENT
Becky Lane 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

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:

GC

KRISTINE BUSTOS MIHELCIC, 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, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AL
AL

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	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

EXHIBIT A

LABOR AND BUDGET ESTIMATE

City of Santa Fe
San Juan Chama Return Pipeline
TO #14 Environmental Services – Phase 2

CITY OF SANTA FE ENVIRONMENTAL SERVICES, PHASE 2	Carollo Direct Labor					EMPSi Subcontract															JSA Subcontract								Carollo Direct Expenses (ODC)					
Task Task Description	Senior professional (Hours)	Graphic Design/GIS (Hours)	Senior Technician (Hours)	Total Labor Hours	Total Labor Cost	PM (Hours)	QA/Tech Expert	NEPA Specialist (Hours)	Lead Resource Specialist (Hours)	Lead Planner (Hours)	Resource Specialist (Hours)	Planner (Hours)	Associate Staff (Hours)	GIS (Hours)	Technical Editor (Hours)	Word Processor (Hours)	Clerical (Hours)	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total EMPSi Contract	Principal Hydrogeologist (Hours)	Project Hydrogeologist (Hours)	Staff Hydrogeologist (Hours)	Technical Editor (Hours)	GIS/AutoCad Analyst (Hours)	Project Coordinator	Project Assistant	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total JSA Contract	Subcontract Markup	Travel & Other Direct Costs		PECE on Carollo DL Hours	Total of Expenses	Total Cost
	$225	$98	$169			$249	$188	$155	$152	$136	$129	$124	$106	$102	$105	$77	$71					$175	$100	$85	$80	$90	$60	$50					10%	Trips	Amount	$13		
14.1 Project Coordination																																						
14.1.1 Project Management and Administration	64			64	$14,400													0	$0		$0	5							5	$875		$875	$88	0	$0	$832	$920	$16,195
14.1.2 Subconsultant Management and Administration	8			8	$1,800													0	$0		$0								0	$0		$0	$0	0	$0	$104	$104	$1,904
14.1.3 NEPA Mgmt, Kickoff Meeting and Decision Fit	20			20	$4,500	40		8			12	12	40	2				114	$18,680		$18,680								0	$0		$0	$1,868	0	$0	$260	$2,128	$25,308
Task 14.1 Totals =	*92*	*0*	*0*	*92*	$20,700	*40*	*0*	*8*	*0*	*0*	*12*	*12*	*40*	*2*	*0*	*0*	*0*	*114*	*$18,680*	*$0*	**$18,680**								*5*	*$875*	*$0*	**$875**	$1,956	0	$0	$1,196	**$3,152**	**$43,407**
14.2 Scoping Meeting and Report																																						
14.2.1 Prepare and distribute public scoping material				0	$0	16		20	8					32	4	2	10	92	$12,860	$1,169	$14,029								0	$0	$0	$0	$1,403	0	$0	$0	$1,403	$15,432
14.2.2 Public scoping meeting and report				0	$0	16		20	8					0	4	2	10	60	$9,598		$9,598								0	$0		$0	$960	0	$0	$0	$960	$10,557
Task 14.2 Totals =	*0*	*0*	*0*	*0*	$0	*32*	*0*	*40*	*16*	*0*	*0*	*0*	*0*	*32*	*8*	*4*	*20*	*152*	*$22,458*	*$1,169*	*$23,627*								*0*	*$0*	*$0*	*$0*	*$2,363*	0	$0	$0	**$2,363**	**$25,989**
14.3 Draft EA																																						
14.3.1 Internal Preliminary Draft Chapters 1 & 2				0	$0	40	1	20	10	10	40	24	40	20	4	2		211	$31,109		$31,109								0	$0		$0	$3,111	0	$0	$0	$3,111	$34,220
14.3.2 Preliminary Draft and Draft EA				0	$0	40	1	20	10	10	40	24	40	20	8	6		219	$31,840		$31,840								0	$0		$0	$3,184	0	$0	$0	$3,184	$35,024
Task 14.3 Totals =	*0*	*0*	*0*	*0*	$0	*80*	*2*	*40*	*20*	*20*	*80*	*48*	*80*	*40*	*12*	*8*	*0*	*430*	*$62,949*	*$0*	*$62,949*								*0*	*$0*	*$0*	*$0*	*$6,295*	0	$0	$0	**$6,295**	**$69,244**
14.4 Final EA/FONSI																																						
14.4.1 Response to Public Comments and Draft Final EA/FONSI				0	$0	36	1	60	*15*	*15*	*40*	*12*	*4*	*20*	*6*	*4*	*4*	217	$33,116	$2,169	$35,285								0	$0	$0	$0	$3,528	0	$0	$0	$3,528	$38,813
14.4.2 Final EA/FONSI				0	$0	20	1	20	*5*	*5*	*16*	*12*	*4*	*4*	*6*	*4*	*4*	101	$15,319		$15,319								0	$0		$0	$1,532	0	$0	$0	$1,532	$16,851
Task 14.4 Totals =	*0*	*0*	*0*	*0*	$0	*56*	*2*	*80*	*20*	*20*	*56*	*24*	*8*	*24*	*12*	*8*	*8*	*318*	*$48,435*	*$2,169*	*$50,604*								*0*	*$0*	*$0*	*$0*	*$5,060*	*0*	*$0*	*$0*	**$5,060**	**$55,664**
14.5 Technical Support																																						
14.5.1 Prepare technical figures, descriptions, estimates	28	16	101	145	$24,937																$0								0	$0	$0	$0	$1,885				$1,885	$26,822
14.5.2 Coordination with Preliminary Design	3		4	7	$1,351																$0								0	$0		$0	$0	0	$0	$91	$91	$1,442
14.5.3 Phase 1 Additional Hydrology Suppor	5			5	$1,125																$0	28.20	0.75	7.50	3.25	5.50	4.00	0.25	49	$6,620		$6,620	$662	0	$0	$65	$727	$8,472
14.5.4 New Mexico RAPID wetland assessment	5			5	$1,125																$16,150											$1,615	0	$0	$65	$1,680	$18,955
Task 14.5 Totals =	*41*	*16*	*105*	*162*	$28,538																*$16,150*	*28.00*	*0.75*	*7.50*	*3.25*	*5.50*	*4.00*	*0.25*	*49*	*$6,620*	*$0*	*$6,620*	*$2,277*	*0*	*$0*	*$2,106*	**$4,383**	**$55,691**
TOTAL SERVICES: LABOR HOURS	133	16	105	254		208	4	168	56	40	148	84	128	98	32	20	28	1,014			$172,010								54			$7,495						
TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$29,925	$1,568	$17,745		**$49,238**	$51,818.96	$752.48	$26,106	$8,502	$5,426	$19,049	$10,403	$13,562	$9,992	$3,371	$1,546	$1,997.24		$152,522	$3,338	**$172,010**									**$7,495**	$0	**$7,495**					**$21,260**	**$250,000**

Notes:
1) Assumes teleconference meetings for Carollo
2) Assumes one 3-hour meeting with design firm
3) Task 14.5.3 covers additional hydrology work for Reclamation to support the EA
4) Task 14.5.4 is an estimated cost since New Mexico RAPID guidelines are still draft. This work will only be completed if required by Reclamation based on public scoping and BLM/USFS in

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:

ALAN WEBBER, MAYOR

Date: Jul 12, 2021

CONTRACTOR:
Carollo Engineers, Inc.

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

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 13, 2021 14:39 MDT)

KRISTINE BUSTOS MIHELCIC, 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

5050395.572960
Business Unit/Line Item AJH

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7f

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

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	

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

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - 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

Item Type - budget adjustment resolution (BAR)

Item Owner - Shannon Jones

Item Background -

Item Sponsor -

Item Tracking Number - 21-12367

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:51:45

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

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 - 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 Nnew 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

Item Type - budget adjustment resolution (BAR)

Item Owner - Shannon Jones

Item Background -

Item Sponsor -

Item Tracking Number - 21-12367

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:32:39

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

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

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ Water / T&D	9/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5050386	500110		21,944	
FICA	5050386	503100		1,679	
PERA	5050386	503150		4,507	
HEALTH / LIFE	5050386	503200		18,525	
RHC	5050386	503250		439	
DENTAL	5050386	503400		754	
				47,848	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
--Attach supporting documentation/memo				$ 47,848	$ -

Budget Increase from Water Enterprise Cash Balance to fund Unfunded vacant position

#180240 Pipefitter Basic in Water Transmission & Distribution for 1040 hours

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(47,848)
TOTAL:	

Maya Martinez 9/21/2021
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 9/21/21
Andy Hopkins (Sep 21, 2021 14:21 MDT)
Budget Officer Date

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Shannon Jones 9/21/21
Department Director Signature Date

City Manager *{≤ $60,000}* Date

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ Waste Water/	9/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000362	500110		29,407	
FICA	5000362	503100		2,250	
PERA	5000362	503150		6,040	
HEALTH / LIFE	5000362	503200		18,568	
RHC	5000362	503250		588	
DENTAL	5000362	503400		754	
				$57,607	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 57,607	-

--Attach supporting documentation/memo

Budget Increase from Waste Water Enterprise Cash Balance to fund a new expansion position in Waste Water - Waste Water Operator Lead for 1040 hours

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(57.607)
TOTAL:	

Maya Martinez 9/21/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Shannon Jones 9/21/21
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 9/21/21
Andy Hopkins (Sep 21, 2021 14:21 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ Waste Water/	9/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000362	500110		43,888	
FICA	5000362	503100		3,358	
PERA	5000362	503150		9,014	
HEALTH / LIFE	5000362	503200		37,050	
RHC	5000362	503250		878	
DENTAL	5000362	503400		1,508	
				95,696	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
--Attach supporting documentation/memo				$ 95,696	$ -

Budget Increase from Waste Water Enterprise Cash Balance to fund Unfunded vacant positions

#180344 and # 108346 Field Operator Basic for 1040 hours.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(95,696)
TOTAL:	

Maya Martinez 9/21/2021
Prepared By *{print name}* Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 9/21/21
Andy Hopkins (Sep 21, 2021 14:21 MDT)
Budget Officer Date

Division Director Signature *{optional}* Date

Shannon Jones 9/21/21
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7h 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilwomen Vigil Coppler for discussion. Approved unanimously to forward to 10/04/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

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	

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: October 6, 2021

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

From: Regina Wheeler, Public Works Department Director RW

RE: ICIP 2023-2027 Adoption

EXECUTIVE SUMMARY:

The proposed Resolution adopts the 2023-2027 Infrastructure Capital Improvement Plan ("ICIP") for the City of Santa Fe. The top five city wide priority capital improvement projects will be determined by the Governing Body through a subsequent resolution establishing legislative priorities.

BACKGROUND:

Each year the City submits a requested list for ICIP funding from the State.

ACTION REQUESTED:

Approve the Resolution as adopted.

ATTACHMENTS:

Resolution
Summary of Projects
Fiscal Impact Report

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera) A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - Regina Wheeler

Item Background -

Item Sponsor - Chris Rivera

Item Tracking Number - 21-12428

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status -

Motion Time Stamp - 12/10/2021

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = Click or tap to enter a date.

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera) A Resolution Adopting the 2023-2027 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/04/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - Regina Wheeler

Item Background -

Item Sponsor - Chris Rivera

Item Tracking Number - 21-12428

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Roman Abeyta

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 18:44:34

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
ICIP 2023-2027

Mayor and Members of the City Council:

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

1. On page 1 of the 2023-2027 Infrastructure Capital Improvements Plan, along with the following projects:

Airport Terminal Expansion Construction
Southwest Activity Node Park (SWAN)
Midtown Infrastructure Developments
Santa Fe Median Beautification Phase 1
New Fire Station #2
Southside Library Community Plaza
New Central Library Design
South Capital Area Road Reconstruction

include the following projects within the top ten ranking:

New City Services Center
Arroyo de los Chamisos Crossing.

*** Renumber the remaining projects accordingly**

Respectfully submitted,

_____
Chris Rivera, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10345.1(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

A RESOLUTION

ADOPTING THE 2023-2027 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

WHEREAS, the City of Santa Fe, New Mexico, a New Mexico municipal corporation, 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, adoption of this Resolution is required by the Department of Finance and Administration, as specified in its ICIP Guidelines – Submissions Specifications, for the City of

Santa Fe to receive capital outlay funding from the State of New Mexico.

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

1. The City of Santa Fe hereby adopts the attached 2023-2027 Infrastructure Capital Improvements Plan; and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

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

_____

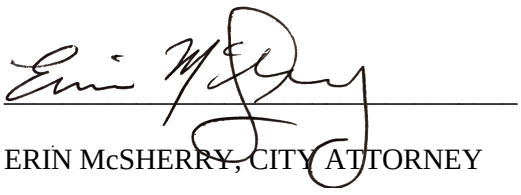
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/ICIP 2023-2027

Infrastructure Capital Improvement Plan FY 2023-2027

Santa Fe

Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
32333	2023	001	Airport Terminal Expansion Construction	Transportation - Airports	10,500,000	11,000,000	0	0	0	0	21,500,000	11,000,000	No
23272	2023	002	Southwest Activity Node Park (SWAN)	Facilities - Other	499,000	3,500,000	0	0	0	0	3,999,000	3,500,000	Yes
36137	2023	003	Midtown Infrastructure Developments	Other - Utilities (publicly owned)	2,100,000	200,000	2,800,000	2,800,000	2,800,000	1,400,000	12,100,000	10,000,000	Yes
36178	2023	004	Santa Fe Median Beautification Phase I	Transportation - Medians	0	325,000	1,275,000	1,400,000	0	0	3,000,000	3,000,000	No
36136	2023	005	New Central Library Design	Facilities - Libraries	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
37521	2023	006	New Fire Station #2	Facilities - Fire Facilities	620,000	8,630,000	750,000	0	0	0	10,000,000	9,380,000	Yes
38547	2023	007	South Capital Area Road Reconstruction	Transportation - Highways/Roads/Bridges	0	250,000	1,250,000	0	0	0	1,500,000	1,500,000	Yes
34529	2023	008	Southside Library Community Plaza	Facilities - Libraries	0	650,000	850,000	0	0	0	1,500,000	1,500,000	No
33678	2023	009	Transit Fixed Route Vehicle Replacement	Equipment - Other	0	1,750,000	1,750,000	1,750,000	0	0	5,250,000	5,250,000	Yes
32339	2023	010	Broadband Infrastructure Underserved Neighborhoods	Other - Other	500,000	500,000	500,000	0	0	0	1,500,000	1,000,000	Yes
34689	2023	011	Harrison Road Sidewalk & Lighting Improvements	Transportation - Bike/Pedestrian/Equestrian	400,000	264,005	0	0	0	0	664,005	264,005	Yes
13943	2023	012	Traffic Signals Comm. Design & Install	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
32383	2023	013	Acequia Trail Extension	Transportation - Bike/Pedestrian/Equestrian	413,000	1,500,000	0	0	0	0	1,913,000	1,500,000	Yes
33684	2023	014	Cerrillos - Sandoval Intersection Improvements	Transportation - Highways/Roads/Bridges	0	300,000	0	1,700,000	0	0	2,000,000	2,000,000	Yes

29762	2023	015	Calle Po Ae Pi Extension	Transportation - Highways/Roads/Bridges	0	500,000	0	1,000,000	0	0	1,500,000	1,500,000	Yes
33692	2023	016	Delgado St - SF River Bridge Replacement	Transportation - Highways/Roads/Bridges	0	400,000	0	1,600,000	0	0	2,000,000	2,000,000	Yes
34757	2023	017	Agua Fria / South Meadows Improvements	Transportation - Highways/Roads/Bridges	1,351,769	1,700,000	0	0	0	0	3,051,769	1,700,000	Yes
33698	2023	018	Paseo de Peralta - SF River Bridge Rehab	Transportation - Highways/Roads/Bridges	0	500,000	0	2,000,000	0	0	2,500,000	2,500,000	Yes
36163	2023	019	Bicycle & Pedestrian Wayfinding System	Transportation - Bike/Pedestrian/Equestrian	26,929	323,071	0	0	0	0	350,000	323,071	Yes
36164	2023	020	Henry Lynch Reconstruction	Transportation - Highways/Roads/Bridges	450,000	2,620,000	0	0	0	0	3,070,000	2,620,000	Yes
36168	2023	021	Cerro Gordo Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	5,000,000	0	0	6,000,000	6,000,000	Yes
29993	2023	022	West Alameda St. Drainage	Transportation - Highways/Roads/Bridges	50,000	1,800,000	0	7,500,000	0	0	9,350,000	9,300,000	Yes
37525	2023	023	Tierra Contenta Trail Improvements	Facilities - Administrative Facilities	726,438	1,000,000	0	0	0	0	1,726,438	1,000,000	Yes
37526	2023	024	Governor Miles Reconstruction	Facilities - Administrative Facilities	0	750,000	0	2,000,000	0	0	2,750,000	2,750,000	Yes
37528	2023	025	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	4,984,999	3,015,001	0	0	0	0	8,000,000	3,015,001	Yes
38549	2023	026	Arroyo De Los Chamisos Crossing	Transportation - Highways/Roads/Bridges	5,400,000	1,300,000	5,100,000	0	0	0	11,800,000	6,400,000	Yes
38550	2023	027	St. Michael's Drive Reconstruction	Transportation - Highways/Roads/Bridges	0	3,000,000	0	0	20,000,000	0	23,000,000	23,000,000	Yes
38552	2023	028	San Felipe Pedestrian and Bicycle Improvements	Transportation - Bike/Pedestrian/Equestrian	0	400,000	0	1,200,000	0	0	1,600,000	1,600,000	No
38553	2023	029	Santa Fe River Trail Extension & River	Transportation -	68,000	1,100,000	0	6,900,000	0	0	8,068,000	8,000,000	Yes

			Restoration	Bike/Pedestrian/Equestrian									
38554	2023	030	Bishop's Lodge Road Reconstruction	Transportation - Highways/Roads/Bridges	800,000	5,200,000	0	0	0	0	6,000,000	5,200,000	Yes
38555	2023	031	Rufina St & Lopez Lane Intersection Improvements	Transportation - Highways/Roads/Bridges	0	500,000	0	2,000,000	0	0	2,500,000	2,500,000	Yes
39165	2023	032	Pacheco Street Bicycle & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	300,000	700,000	0	0	0	0	1,000,000	700,000	Yes
39326	2023	033	Cerrillos Phase III Ped and Bike Improvements	Transportation - Bike/Pedestrian/Equestrian	0	200,000	2,250,000	2,550,000	0	0	5,000,000	5,000,000	Yes
36503	2023	034	New City Services Center	Facilities - Administrative Facilities	0	200,000	3,800,000	61,000,000	0	0	65,000,000	65,000,000	Yes
34524	2023	035	Main Library Improvements	Facilities - Libraries	0	300,000	3,000,000	100,000	0	0	3,400,000	3,400,000	No
36159	2023	036	Fire Station 3,5,6 & 9 Facility Renovations	Facilities - Fire Facilities	25,000	220,000	2,475,000	65,000	0	0	2,785,000	2,760,000	No
39329	2023	037	Midtown Historic & Cultural Significant Renovation	Facilities - Cultural Facilities	0	500,000	3,500,000	3,000,000	3,000,000	0	10,000,000	10,000,000	Yes
25230	2023	038	New Regional Fire Training Facility Study	Facilities - Fire Facilities	0	1,620,000	13,380,000	3,000,000	0	0	18,000,000	18,000,000	No
22928	2023	039	Fire Station 1 Remodel/Expansion	Facilities - Fire Facilities	0	6,700,000	610,000	0	0	0	7,310,000	7,310,000	No
37529	2023	040	Railyard Park Irrigation System Upgrades	Facilities - Other	0	100,000	150,000	0	0	0	250,000	250,000	Yes
36170	2023	041	Municipal Court Improvements	Facilities - Administrative Facilities	0	480,000	1,525,000	0	0	0	2,005,000	2,005,000	Yes
34780	2023	042	New Entrance Road Regional Airport	Transportation - Highways/Roads/Bridges	0	1,000,000	0	8,000,000	0	0	9,000,000	9,000,000	Yes
34530	2023	043	Trenchless Rehabilitation of Existing Sewer Lines	Water - Wastewater	0	2,000,000	0	2,000,000	0	2,000,000	6,000,000	6,000,000	Yes
32399	2023	044	Replacement of Return Activated Sludge	Water - Wastewater	0	180,000	1,675,000	0	0	0	1,855,000	1,855,000	Yes

			Pumps										
37155	2023	045	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	0	100,000	650,000	750,000	0	0	1,500,000	1,500,000	Yes
32424	2023	046	Security for Water Source and Storage Sites	Water - Water Supply	0	270,782	270,782	270,782	270,782	270,782	1,353,910	1,353,910	Yes
37523	2023	047	Pressure Release Valve SCADA Implementation	Water - Other	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	Yes
37524	2023	048	Priority Line Replacements	Water - Water Supply	0	800,000	800,000	800,000	800,000	800,000	4,000,000	4,000,000	Yes
32418	2023	049	Additional Filters for Tertiary Treatment	Water - Wastewater	0	200,000	2,300,000	0	0	0	2,500,000	2,500,000	Yes
33721	2023	050	Nichols Outlet Rehabilitiation	Water - Water Supply	1,800,000	10,500,000	0	0	0	0	12,300,000	10,500,000	No
37157	2023	051	Electric Vehicle Charging Stations	Facilities - Administrative Facilities	0	130,000	0	0	0	0	130,000	130,000	No
34519	2023	052	McClure Dam Outlet Rehabilitation	Water - Water Supply	0	1,500,000	13,500,000	0	0	0	15,000,000	15,000,000	No
39115	2023	053	Canyon Road Water Treatment Plant	Water - Water Supply	1,000,000	8,850,000	4,000,000	0	0	0	13,850,000	12,850,000	Yes
39331	2023	054	Canyon Road Water Chemical Feed Upgrades	Water - Water Supply	0	500,000	3,000,000	0	0	0	3,500,000	3,500,000	No
39332	2023	055	San Juan Chama Pipeline Project	Water - Water Supply	0	2,000,000	10,000,000	10,000,000	0	0	22,000,000	22,000,000	No
32419	2024	001	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	0	725,000	725,000	Yes
32415	2026	001	Existing Digester Rehabilitation	Water - Wastewater	0	0	0	0	250,000	2,050,000	2,300,000	2,300,000	Yes

Number of projects: 57

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	32,015,136	95,677,856	81,460,784	129,110,784	27,270,782	6,670,782	372,206,080	340,190,976

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**32333

Project Title: Airport Terminal Expansion Construction **Class:** Renovate/Repair **Type/Subtype:** Transportation - Airports

Contact Name: Mark Baca **Contact Phone:** 505-670-3232 **Contact E-mail:** mdbaca@santafenm.gov

Total project cost: 21,500,000 **Proposed project start date:** October 2021

Project Location: 121 Aviation Drive Santa Fe NM 87502 **Latitude:** 35.626522 **Longitude:** -106.075661

Legislative Language: To plan, design and construct an expansion of the Santa Fe Regional Airport terminal building, parking lot and related infrastructure in the City of Santa Fe, Santa Fe County.

Scope of Work: A major expansion of the Santa Fe Regional Airport terminal building, parking lot and related infrastructure has been designed to support the economy and quality of life in Northern New Mexico. Commercial service to Phoenix, Dallas and Denver with up to sixteen (16) arrivals and departures per day have been provided and because of excellent performance, the airlines would like to add additional flights and destinations, but the terminal is beyond capacity in the secure area and gates. Many aspects of the airport terminal, parking lot and infrastructure are outdated. This project will expand the capacity of the airport and upgrade supporting infrastructure critical to maintain the utilization and support projected growth. The construction bid received for the project on September 23, 2021 was $21,500,000, so additional funds for construction, equipment and furnishing are needed. The City is funding a portion of the construction, along with the use of previous legislative appropriations, but additional funds are needed to complete the project. The Airport receives an average of $2M/year of funding for airside improvements from FAA, NMDOT and City of Santa Fe.

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
LGRANT	5,000,000	Yes	0	0		
LGRANT	1,500,000	Yes	1,500,000	225,861	**08/20/2018**	
LGRANT	9,000,000	Yes	9,000,000	1,090,450	**03/30/2019**	
LGRANT	6,000,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	21,500,000		10,500,000	1,316,311		

Infrastructure Capital Improvement Plan FY2023-2027

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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Planning	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	10,500,000	10,000,000	**0**	**0**	**0**	**0**	**20,500,000**
Furnish/Equip/Vehicles	No	0	1,000,000	**0**	**0**	**0**	**0**	**1,000,000**
TOTALS		10,500,000	11,000,000	**0**	**0**	**0**	**0**	**21,500,000**
	Amount Not Yet Funded	11,000,000						

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						

Has your local government/agency budgeted for operating expenses for the project when it is completed? **No**

If no, please explain why: Airport operations are fully funded

ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**4,500,000**	**4,500,000**	**4,500,000**	**4,500,000**	**4,750,000**	**22,750,000**
Annual Operating Revenues	**2,000,000**	**2,500,000**	**2,750,000**	**3,000,000**	**3,250,000**	**13,500,000**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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. To meet current demand and serve the needs of the local community and tourism, the airport, with the support of legislative funding has aggressively worked on incremental projects to expand.

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

Please explain. Public Works Department/Airport Division - project oversight. Fran Dunaway, city's procurement officer.

(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. Jobs will be created at the airport as well as support businesses and people to visit and relocate to NM

(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. Yes, additional space needed to safely accommodate passengers according to FAA guidelines and fire code. 250,000

(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 issed the mandate.) Yes the current terminal is over capacity and people have to wait outside when flights are delayed.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**23272

Project Title: Southwest Activity Node Park (SWAN) **Class:** Renovate/Repair **Type/Subtype:** Facilities - Other

Contact Name: Sam Burnett **Contact Phone:** 505-795-2491 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 3,999,000 **Proposed project start date:** January 2022

Project Location: 500 Plaza Central Santa Fe NM 87507 **Latitude:** 36.6169 **Longitude:** -106.0651

Legislative Language: To continue to plan, design, construct and furnish the Southwest Activity Node park, Phase II, for the City of Santa Fe, Santa Fe, NM, in Santa Fe County.

Scope of Work: To continue construction Phase II of a regional park. This includes a section of the road, restrooms, a variety of park amenities, parking lot, park maintenance shop and supporting utilities - including portable water line extension, power, gravity sewer line with life station and Landscape with drought tolerant shrubs and trees. The City will follow policies and procedures and comply with the State of New Mexico Procurement Code in a sealed bid process.

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
LFUNDS	499,000	Yes	429,219	0	**2016**	
LGRANT	3,500,000	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		
TOTALS	3,999,000		429,219	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.

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

Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	499,000	3,500,000	**0**	**0**	**0**	**0**	**3,999,000**
Construction	No	0	0	**0**	**0**	**0**	**0**	**0**
Furnish/Equip/Vehicles	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		499,000	3,500,000	**0**	**0**	**0**	**0**	**3,999,000**
	Amount Not Yet Funded	3,500,000						

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	499,000	**No**	**Yes**	**No**	**No**	**No**	12
2	3,500,000	**No**	**No**	**Yes**	**Yes**	**No**	24
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	3,999,000						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	Budgeting to occur prior to start of construction					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	**100,000**
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 responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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. Residents within the City 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. Parks and Recreation Department would provide project oversight and Shirley Rodriguez the city's acting procurement officer.

(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. Improved parks will enhance the economy

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will 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 No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

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

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 003 **Priority:** High **ID:**36137

Project Title: Midtown Infrastructure Developments **Class:** New **Type/Subtype:** Other - Utilities (publicly owned)

Contact Name: Sam Burnett **Contact Phone:** 505-955-5933 **Contact E-mail:** jsburnett@santafenm.gov

Total project cost: 12,100,000 **Proposed project start date:** March 2022

Project Location: 1600 St. Michael's Drive Santa Fe NM 87505 **Latitude:** 35.6855 **Longitude:** -105.9684

Legislative Language: To plan, design and construct infrastructure improvements to support redevelopment of the Midtown Santa Fe property for the City of Santa Fe, Santa Fe, New Mexico in Santa Fe County.

Scope of Work:

Plan, design, construct and or refurbish infrastructure to promote development at the Midtown Santa Fe property in Santa Fe New Mexico for Phase 1. Midtown is envisioned to be the vibrant, inclusive and transit oriented new center of the city providing affordable and market rate housing, economic development nodes, art, open space and other elements as defined through extensive community input. The infrastructure at Midtown is aged and needs extensive updating and replacement. Infrastructure projects may include building new or refurbishing access and internal roads and trails; digital infrastructure; electric, gas, water and sewer utility infrastructure; stormwater management infrastructure including low impact design; building rehabilitation or demolition; and survey and civil engineering design services. A number of additional funding sources are expected to be leveraged against public funds. The municipality can maximize opportunity with matching infrastructure investments. The City is currently funding maintenance of the property in preparation for redevelopment. Plan, design and construct infrastructure to promote development within the Midtown Santa Fe property in Santa Fe New Mexico. Infrastructure projects may include bicycle trails and lighting, 10G digital fiber optic connection, micro-grid and solar electric generation, primary access roadway and utility easement, stormwater management, utility mains for gas, water and electric, utility separation, building rehabilitation or demolition, and survey and civil engineering design services. A number of additional funding sources are expected to be leveraged in the redevelopment activities, but the municipality can maximize opportunity with matching infrastructure investments. The City is currently funding maintenance of the property in preparation for redevelopment, in which will be secured through a bid process.

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
LFUNDS	1,100,000	Yes	1,100,000	490,000	**01/2019**	**2018 GRT Bond**
LGRANT	2,000,000	Yes	0	0		
OTHER	3,000,000	Yes	0	0		**Opportunity Funds**
LFUNDS	3,900,000	No	0	0		**2020 GRT Bond Allocation**
LGRANT	1,000,000	Yes	1,000,000	0	**2021**	
	0	No	0	0		
	0	No	0	0		

	0	No	0	0	
TOTALS	11,000,000		2,100,000	490,000	

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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	1,600,000	0	**0**	**0**	**0**	**0**	**1,600,000**
Design (Engr./Arch.)	No	0	200,000	**200,000**	**200,000**	**200,000**	**0**	**800,000**
Construction	No	500,000	0	**2,600,000**	**2,600,000**	**2,600,000**	**1,400,000**	**9,700,000**
Furnish/Equip/Vehicles	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		2,100,000	200,000	**2,800,000**	**2,800,000**	**2,800,000**	**1,400,000**	**12,100,000**
	Amount Not Yet Funded	10,000,000						

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	700,000	**No**	**Yes**	**No**	**No**	**No**	6
2	2,600,000	**No**	**No**	**Yes**	**No**	**No**	12
3	2,600,000	**No**	**No**	**Yes**	**No**	**No**	12
4	2,600,000	**No**	**No**	**Yes**	**No**	**No**	0
5	2,500,000	**No**	**No**	**Yes**	**No**	**No**	0
TOTAL	11,000,000						

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	**4,000,000**	**4,000,000**	**2,500,000**	**1,500,000**	**0**	**12,000,000**
Annual Operating Revenues	**1,000,000**	**1,000,000**	**2,500,000**	**3,500,000**	**0**	**8,000,000**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Infrastructure improvements will facilitate transfer of ownership, allow for leasing, create opportunities for the generation of solar electricity and improve efficiency.

Entities who will assume the following responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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. Vision for Midtown is to enhance film industry, housing and higher education for regional benefit.

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

Please explain. Project Administrator who is assigned to Midtown and a Steering Committee consisting of Senior Staff overseeing activities to ensure timely and cost effective completion.

(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. Infrastructure will support redevelopment and influx of business, provision of housing and social services.

(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. 85,000

(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 issed the mandate.) The project would mitigate asbestos and lead present in facilities and improve safety of utilities.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 004 **Priority:** High **ID:**36178

Project Title: Santa Fe Median Beautification Phase I **Class:** Renovate/Repair **Type/Subtype:** Transportation - Medians

Contact Name: Melissa McDonald **Contact Phone:** 505-955-6840 **Contact E-mail:** mamcdonald@santafenm.gov

Total project cost: 2,500,000 **Proposed project start date:** November 2022

Project Location: City Wide Locations Santa Fe NM 87505 **Latitude:** 35.68212 **Longitude:** -105.939576

Legislative Language: To plan, design, construct and landscape sustainable, safe and beautiful medians on key arterials and collector roads for the City of Santa Fe, Santa Fe, New Mexico in Santa Fe County.

Scope of Work: To engage, plan, design and construct median beautification including landscaping, art, irrigation, stormwater infiltration and other infrastructure on key arterial and collector roadways within the City of Santa Fe. Public will be engaged to participate in process of developing a number of designs for different medians and installing proof of concept medians. The designs will be Santa Fe style, water wise, low maintenance, safe. Once best designs are selected, they will be deployed on key arterials and collector roads to achieve safety and beautification of Santa Fe with focus on gateways and iconic roads and neighborhoods. The City of Santa Fe is responsible for medians on US285 / St. Francis Drive through a maintenance agreement with NMDOT. Gateway medians on St. Francis, Cerrillos and other major roadways will be redeveloped in the new sustainable design. The design templates will include construction and maintenance instructions to be used on future median development and reconstruction. As Phase II of the project, the city may use local funds to continue to convert additional medians to the new designs.

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
LGRANT	3,000,000	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	3,000,000		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.

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	25,000	**25,000**	**0**	**0**	**0**	**50,000**
Design (Engr./Arch.)	No	0	300,000	**150,000**	**0**	**0**	**0**	**450,000**
Construction	No	0	0	**1,100,000**	**1,400,000**	**0**	**0**	**2,500,000**
Furnish/Equip/Vehicles	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	325,000	**1,275,000**	**1,400,000**	**0**	**0**	**3,000,000**
	Amount Not Yet Funded	3,000,000						

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						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**Yes**	
If no, please explain why:	operating expenses will be determined by the COSF					
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**350,000**	**350,000**	**350,000**	**375,000**	**375,000**	**1,800,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings This project will include in it?s scope a goal for the reduction of labor and material inputs for median maintenance

Entities who will assume the following responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

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

If yes, please list the other entity. Visitors and residents doing business in the City 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. City of Santa Fe Project Administrator & the city's Procurement Officer will provide oversight on this project.

(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. Improved medians will enhance the economy and community pride

(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. 85,000

(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 issed the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 005 **Priority:** High **ID:**36136

Project Title: New Central Library Design **Class:** Renovate/Repair **Type/Subtype:** Facilities - Libraries

Contact Name: Maria Tucker **Contact Phone:** 505-955-6788 **Contact E-mail:** metucker@santafenm.gov

Total project cost: 2,000,000 **Proposed project start date:** September 2022

Project Location: 1600 St. Michael's Drive Santa Fe NM 87505 **Latitude:** 35.657380 **Longitude:** -105.977030

Legislative Language: To plan, design, construct, remodel, furnish and equip a new central library for the City of Santa Fe, New Mexico in Santa Fe County

Scope of Work: To plan, design, remodel or construct a new centrally located main library. The City completed a Library Study in December 2019 which recommended building a new library in the center of the City of Santa Fe since existing libraries at La Farge and Downtown have insufficient capacity and technology to serve the growing population. The new library will include administrative offices and may include mixed uses such as business incubation, immigrant support center, shops, or other compatible uses. The incorporation of mixed uses and partnerships can assist with construction costs as well as increase utilization of the library. A new library is critical infrastructure to support the economy and public well-being in the City of Santa Fe. Remodeling the Fogelson Library on Midtown Santa Fe is preferred alternative that will be further assessed.

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
LGRANT	2,000,000	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	2,000,000		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.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	No	0	100,000	**0**	**0**	**0**	**0**	**100,000**
Design (Engr./Arch.)	No	0	1,900,000	**0**	**0**	**0**	**0**	**1,900,000**
Construction	No	0	0	**0**	**0**	**0**	**0**	**0**
Furnish/Equip/Vehicles	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	2,000,000	**0**	**0**	**0**	**0**	**2,000,000**
	Amount Not Yet Funded	2,000,000						

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

Has your local government/agency budgeted for operating expenses for the project when it is completed?	**No**
If no, please explain why:	Operating Expense will be determined by COSF

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 responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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. City and 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. Public Works Project Administrator and Community Services will work closely on project and report status to governing body.

(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. Public Libraries have a proven economic value to the community

(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. This project will benefit all citizens to have a library with more resources. 100,000

(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 issed the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 006 **Priority:** High **ID:**37521

Project Title: New Fire Station #2 **Class:** New **Type/Subtype:** Facilities - Fire Facilities

Contact Name: Paul Babcock **Contact Phone:** 505-955-3112 **Contact E-mail:** prbabcock@santafenm.gov

Total project cost: 10,000,000 **Proposed project start date:** July 2022

Project Location: 5750 Alameda Frontage Road Santa Fe NM 87507 **Latitude:** 35.656461 **Longitude:** -106.037416

Legislative Language: To plan, design, develop infrastructure, construct, furnish and equip a new Fire Station #2 for the City of Santa Fe, NM in Santa Fe County.

Scope of Work: This project includes construction of a new Fire Station #2 in an area of the city that is growing fast. The facility is designed and was bid for construction just before COVID hit in 2020. The funds that the City was going to build the station with were reallocated to fund critical immediate needs at the time when the City?s revenue was reduced drastically by COVID shutdowns. The facility is 100% designed and ready for construction. The facility design incorporates state of the art safety features to keep first responders safe and minimize exposure to harmful chemicals using the hot warm cold areas. It also incorporates a multi-function tower that will serve for training and for public safety radio system. The project will include extension of utilities to the virgin site at South Meadows and 599.

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
LFUNDS	620,000	Yes	620,000	466,886	**2018**	
LGRANT	9,380,000	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		
TOTALS	10,000,000		620,000	466,886		

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.

Estimated Costs Not Yet Funded

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	Yes	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	Yes	620,000	0	**0**	**0**	**0**	**0**	**620,000**
Construction	N/A	0	8,630,000	**0**	**0**	**0**	**0**	**8,630,000**
Furnish/Equip/Vehicles	N/A	0	0	**750,000**	**0**	**0**	**0**	**750,000**
TOTALS		620,000	8,630,000	**750,000**	**0**	**0**	**0**	**10,000,000**
	Amount Not Yet Funded	9,380,000						

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	620,000	**No**	**Yes**	**No**	**No**	**No**	18
2	8,630,000	**No**	**No**	**Yes**	**No**	**No**	18
3	750,000	**No**	**No**	**No**	**Yes**	**No**	3
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0

TOTAL	10,000,000

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	1,010,668	1,010,688	1,010,688	1,010,688	1,010,688	5,053,420
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 responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

(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. Serves Santa Fe City and County residents and improves regional emergency radio system.

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

Please explain. City of Santa Fe Procurement Department and Public Works Project Administrator will provide project oversight

(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 City of Santa Fe will employ 18 new fire / EMT personnel to staff the facility.

(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. It will provide Fire / EMT services for approx 30,000 residents in the area of this new fire station

(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 issed the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 007 **Priority:** High **ID:**38547

Project Title: South Capital Area Road Reconstruction **Class:** Renovate/Repair **Type/Subtype:** Transportation - Highways/Roads/Bridges

Contact Name: Mark Brooks **Contact Phone:** 505-955-2404 **Contact E-mail:** mebrooks@santafenm.gov

Total project cost: 1,500,000 **Proposed project start date:** July 2023

Project Location: E. Buena Vista, Webber, E. Santa Fe, E. Booth Street Santa Fe NM 87501 **Latitude:** 35.681150 **Longitude:** -105.939145

Legislative Language: To plan, design, acquire right of way and reconstruct E. Buena Vista, Webber, E. Santa Fe and E. Booth Streets in the City of Santa Fe, in Santa Fe County.

Scope of Work: Plan, design, acquire right-of-way, and reconstruct 1310 LFT of E. Buena Vista, 1225 LFT of Webber, 1050 LFT of E Santa Fe, and 600 LFT of E Booth. Reconstruction to include road re-pavements, bicycle lanes, ADA compliant sidewalks, ramps, curb and gutter and drainage improvements.

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
LGRANT	1,500,000	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	1,500,000		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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	250,000	**0**	**0**	**0**	**0**	**250,000**
Construction	No	0	0	**1,250,000**	**0**	**0**	**0**	**1,250,000**
Furnish/Equip/Vehicles	N/A	0	0	**0**	**0**	**0**	**0**	**0**
TOTALS		0	250,000	**1,250,000**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,500,000						

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	250,000	**Yes**	**Yes**	**No**	**No**	**Yes**	12
2	1,250,000	**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	1,500,000						

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	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**5,000**
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 responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

(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. The 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. Public Works Project Administrator, Construction Manager, City Procurement Officer, NMDOT Project Coordinator

(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. Good roads facilitate the transportation of goods and services. Poor road condition costs our regional economy hundreds of thousands of dollars in wasted fuel, vehicle parts replacement.

(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. This would benefit all citizens within the City and County of Santa Fe on transportation

- 160,000

(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 issed the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 008 **Priority:** High **ID:**34529

Project Title: Southside Library Community Plaza **Class:** New **Type/Subtype:** Facilities - Libraries

Contact Name: Maria Tucker **Contact Phone:** 505-955-6788 **Contact E-mail:** metucker@santafenm.gov

Total project cost: 1,500,000 **Proposed project start date:** September 2022

Project Location: 6599 Jaguar Dr. Santa Fe NM 87507 **Latitude:** 35.624755 **Longitude:** -106.050237

Legislative Language: Plan, design, construct, remodel, furnish, equip and landscape an outdoor community gathering and program space in the City of Santa Fe in Santa Fe County.

Scope of Work: There is a large, unutilized space in front of the Southside Library that would make an ideal location for outdoor community gatherings, events and programs. The space will be designed with hardscaping, shade, landscaping, irrigation and other key amenities to support outdoor gatherings and programming.

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
LGRANT	1,500,000	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	1,500,000		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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**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**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	No	0	150,000	**0**	**0**	**0**	**0**	**150,000**
Construction	N/A	0	500,000	**700,000**	**0**	**0**	**0**	**1,200,000**
Furnish/Equip/Vehicles	N/A	0	0	**150,000**	**0**	**0**	**0**	**150,000**
TOTALS		0	650,000	**850,000**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,500,000						

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						

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	**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 responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

If yes, please list the other entity.

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

Please explain. Community Services, Parking and Facilities and Shirley Rodriguez the city's acting procurement officer will provide oversight.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

If yes, please explain.

(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. 67,947

(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 No

unavoidable? Emergencies must be documented by a Subject Matter Expert.

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

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 009 **Priority:** High **ID:**33678

Project Title: Transit Fixed Route Vehicle Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Other

Contact Name: Thomas Martinez **Contact Phone:** 505-955-2006 **Contact E-mail:** tamartinez@santafenm.gov

Total project cost: 5,250,000 **Proposed project start date:** April 2022

Project Location: 2931 Rufina Street Santa Fe NM 87507 **Latitude:** 35.656561 **Longitude:** -105.996626

Legislative Language: To acquire and modify as necessary, replacement low emissions CNG buses for the City?s fixed route bus system for the City of Santa Fe, within Santa Fe County.

Scope of Work: The City has 30 buses to serve the fixed route transit system. In order to ensure uninterrupted and safe transit, buses should be replaced every 14 years. The City has 6 buses that have reached their FTA max life expectancy of 14 years old and are in need of replacement. All buses are low emission CNG.

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
LGRANT	3,500,000	Yes	0	0		
LFUNDS	1,750,000	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		
TOTALS	5,250,000		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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Furnish/Equip/Vehicles	No	0	1,750,000	**1,750,000**	**1,750,000**	**0**	**0**	**5,250,000**
TOTALS		0	1,750,000	**1,750,000**	**1,750,000**	**0**	**0**	**5,250,000**
	Amount Not Yet Funded	5,250,000						

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	1,750,000	**No**	**No**	**No**	**Yes**	**No**	6
2	1,750,000	**No**	**No**	**No**	**Yes**	**No**	6
3	1,750,000	**No**	**No**	**No**	**Yes**	**No**	6
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	5,250,000						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?					**No**	
If no, please explain why:	New fleet is maintained by city staff as usual					
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? Yes

If yes, please explain and provide estimates of operating savings Maintenance and down time reduction.

Entities who will assume the following responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

(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. City of Santa Fe Transit Division provides transit service to the Community College District and links with the Rail Runner, North Central RTD and NMDOT Park and Ride.

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

Please explain. Transit Division Director will work to provide oversight of this project, the city's procurement officer

(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. Functional regional transit is key to economic viability and quality of life

(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. Approx. 700,000

(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 issed the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 010 **Priority:** High **ID:**32339

Project Title: Broadband Infrastructure Underserved Neighborhoods **Class:** New **Type/Subtype:** Other - Other

Contact Name: Manuel Gonzales **Contact Phone:** 505-231-1749 **Contact E-mail:** mmgonzales@santafenm.gov

Total project cost: 1,500,000 **Proposed project start date:** March 2022

Project Location: 1600 St. Michael's Drive Santa Fe NM 87501 **Latitude:** 35.660473 **Longitude:** -105.975815

Legislative Language: To plan, design, install, equip, gain right of way, and engage citizens in a project to establish public broadband infrastructure for certain neighborhoods where internet access is lacking.

Scope of Work: The City has been setting up broadband hot spots across the city to provide critical connectivity to underserved neighborhoods. The City plans to continue deploying broadband infrastructure to neighborhoods in need including mobile home parks. This infrastructure also supports deployment of interconnected security cameras at parks and other public facilities.

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
LFUNDS	500,000	Yes	500,000	500,000	**06/2020**	
LGRANT	1,000,000	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		
TOTALS	1,500,000		500,000	500,000		

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 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	**0**	**0**	**0**	**0**	**0**

Easements and Rights of Way	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Acquisition	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Archaeological Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Environmental Studies	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Planning	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Design (Engr./Arch.)	N/A	0	0	**0**	**0**	**0**	**0**	**0**
Construction	No	0	0	**0**	**0**	**0**	**0**	**0**
Furnish/Equip/Vehicles	No	500,000	500,000	**500,000**	**0**	**0**	**0**	**1,500,000**
TOTALS		500,000	500,000	**500,000**	**0**	**0**	**0**	**1,500,000**
	Amount Not Yet Funded	1,000,000						

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	500,000	**No**	**No**	**No**	**Yes**	**No**	12
2	500,000	**No**	**No**	**No**	**Yes**	**No**	12
3	500,000	**No**	**No**	**No**	**Yes**	**No**	0
4	0	**No**	**No**	**No**	**No**	**No**	0
5	0	**No**	**No**	**No**	**No**	**No**	0
TOTAL	1,500,000						

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**	**TOTAL**
Annual Operating Expenses plus Debt Service	**20,000**	**20,000**	**20,000**	**0**	**0**	**60,000**
Annual Operating Revenues	**0**	**0**	**0**	**0**	**0**	**0**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Potentially, project will drive down internet service costs for users.

Entities who will assume the following responsibilites 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
Lease/operating agreement in place?	No	No		No	No	No

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? No

If yes, please list the other entity.

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

Please explain. Professional project management in ITT and City's Procurement Officer will provide oversight for this project

(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. People need broadband to apply for jobs, maintain jobs and be entrepreneurial.

(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. High speed broadband access increases household income in the region. The increased income and economic impact will benefit all citizens with the area; approximately

100,000.

(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 issed the mandate.)

FIR No. 10345

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): ICIP 2023-2027

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works

Staff Completing FIR: Regina Wheeler Date: 9/29/21 Phone: 955-6622

Reviewed by City Attorney: Date: Oct 7, 2021

Reviewed by Finance Director: Date: Oct 7, 2021

Summary:
The purpose of the Resolution is to adopt the 2023-2027 Infrastructure Capital Improvements Plan (ICIP).

Departments Affected:
Priority capital projects for all City departments are included in the ICIP.

Consequences of Not Enacting Legislation:
If this Resolution is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution relates to the Legislative Priorities Resolution that establishes City's capital outlay and policy priorities for the 2022 Legislative session.

Performance and Administrative Implications:
The City staff manages the request process, deploying projects funded by the ICIP and grant reimbursement and reporting process.

Fiscal Implications:
The submittal of the ICIP to NMDFA for consideration by the New Mexico State Legislature for capital appropriations has potentially positive fiscal implications to help the City address community needs. The City's ICIP request has resulted in millions of dollars of benefit in past years.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

None identified.

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:

None identified.

Signature: 

Email: rawheeler@ci.santa-fe.nm.us

11. DISCUSSION/ACTION ITEMS

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

A Resolution Extending the Timeline for the Community Conversations on Santa Fe's Cultures, Histories, Arts, Reconciliation, and Truth Established in Resolution No. 2021-6. (Pauline Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov and Kristine Bustos-Mihelcic, Community Engagement Department Director and City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Quality of Life Committee: 10/06/21

Governing Body: 10/13/21

Name: Stefanie Beninato

Comment - 10/13/2021 12:50 PM: (No Vote)

So far the memo re CHART just states that the deadline needs to be extended. NO REASONS GIVEN. Why? Specificity please.

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager JLH

FROM: Mary McCoy, Finance Director MM

Bernadette Salazar, HR Director Bjs

RE: City of Santa Fe - $15 Minimum Wage – Resolution and BAR

DATE: 09/30/2021

ITEM AND ISSUE:

Request for the Approval of Resolution to offer at least $15 per hour to employees who are full-time and non-probationary and Budget Adjustments in the Total Amount of $185,219 to increase salaries to $15 per hour. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

BACKGROUND AND SUMMARY:

Since the enactment of the federal minimum wage in the Fair Labor Standards Act in 1938, the minimum wage pay rate has increased 22 times by 12 different presidents; however, the federal minimum wage hasn't been raised since July 2009, when it was increased to $7.25 per hour.

The City of Santa Fe follows the living wage ordinance which was adopted to establish minimum hourly wages for all businesses in Santa Fe. Currently, the City pays its employees, including part-time and temporary employees, an hourly minimum wage of $12.32 per hour.

Previously, City workers received the following wage adjustments for competitiveness:

- In 2019 to address retention in our police force the City provided $600 thousand in retention incentives for police officers.
- In 2019 to address vacancy rates for transit, paratransit and transit shuttle operators AFSCME employees in bus drivers received approximately $120,000 in a retention incentive program.
- As a result of the 2018 classification and compensation study 290 AFSCME employees (43%) who were paid below the market rate received an average of an 8% raise in FY20.
- In FY20 the City increased the starting wage for cadets from $19.11 per hour to $21 an hour and provided a hiring incentive for new officers with experience in an effort to fill vacant positions.
- In FY21 and FY22 the City also offered $15,000 signing bonus for police officers moving

laterally from another law enforcement agency.

For all City of Santa Fe government employees we are proposing to raise the minimum wage floor to $15 per hour, more than double the federal minimum wage. Providing a wage for our employees is fair and has a positive impact on our community. Raising the minimum wage to $15 would help ensure:

- City workers are paid enough to cover their financial needs,
- the City is competitive in the current job market in order to retain our current employees and attract new employees, and
- the City is staffed up to provide our community with the highest quality of services.

FISCAL IMPACT:

The Budget Office has summarized the fiscal impact of this change for all filled positions below $15 per hour on the various City funds in FY22. The impact for the remainder of the current fiscal year totals $210 thousand and the total full year cost is $288 thousand. The cost estimate includes increases to both salaries and salary-dependent benefits (such as employee retirement/PERA). Because some of these costs will be absorbed by vacancy savings within the affected areas, the net increase to the budget for the current fiscal year is $185 thousand.

Increases Covered by General Fund Reserves			
		Total Cost -	
		Remainder of FY	**Total Cost -**
Fund	**Fund Title**	**(19 pay periods)**	**Full Year**
100	General Fund	112,835	154,406
233	Transportation Grants	2,468	3,377
241	Senior Citizen Grants/Programs	21,067	28,829
251	Library	4,623	6,326
515	Railyard Properties	1,714	2,345
530	Municipal Recreation Complex	3,279	4,487
535	Parking	14,692	20,105
540	Transit Bus System	7,152	9,787
545	Airport	4,389	6,006
550	Genoveva Chavez Community Ctr	13,000	17,789
TOTAL		**185,219**	**253,458**
Increases Covered by TBARs from Vacancy Savings In the Same Fund/Division			
		Total Cost -	
		Remainder of FY	**Total Cost -**
Fund	**Fund Title**	**(19 pay periods)**	**Full Year**
505	Water Management	3,000	4,105
511	Utilities Administration	1,921	2,629
TOTAL		**4,921**	**6,734**

**Includes salary/benefits budget amounts for affected cost centers (orgs) only*

Increases Covered by Vacancy Savings Within Affected Org/No Adj Needed			
		Total Cost - Remainder of FY	Total Cost -
Fund	**Fund Title**	**(19 pay periods)**	**Full Year**
213	Lodgers' Tax Fund	1,637	2,240
365	1/2% GRT Income Fund	2,736	3,744
500	Waste Water Management	252	345
505	Water Management	1,099	1,504
511	Utilities Administration	1,921	2,629
520	Santa Fe Convention Center	12,567	17,197
TOTAL		**20,212**	**27,659**

**Includes salary/benefits budget amounts for affected cost centers (orgs) only*

ACTION REQUESTED:

We respectfully request your review and approval. The resolution, informational packet and BARs will be presented through the governing body process.

- October 4, 2021 - Finance Committee
- October 6, 2021- Quality of Life Committee
- October 12, 2021- Public Works and Public Utilities Committee
- October 13, 2021- Governing Body

ATTACHMENTS:

Resolution
Budget Adjustment Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

Councilor Carol Romero-Wirth

Councilor Roman "Tiger" Abeyta

A RESOLUTION

SUPPORTING OFFERING AT LEAST A WAGE OF FIFTEEN DOLLARS PER HOUR FOR EMPLOYEES OF THE CITY OF SANTA FE AND DIRECTING THE CITY MANAGER TO OFFER HOURLY WAGE INCREASES FOR ALL FULL-TIME, NON-PROBATIONARY CITY EMPLOYEES PAID LESS THAN FIFTEEN DOLLARS PER HOUR.

WHEREAS, since the enactment of the federal minimum wage in the Fair Labor Standards Act in 1938, the federal minimum pay rate has been increased 22 times, by 12 different U.S. presidents, but it hasn't been raised since July 2009, when it was increased to $7.25 per hour; and

WHEREAS, the City pays its employees, including part-time and temporary employees, no less than the hourly wage established by the Living Wage Ordinance (SFCC 1987, Section 28-1); and

WHEREAS, the Living Wage in the City of Santa Fe is $12.32 currently; and

WHEREAS, raising the City's lowest offered wage to fifteen dollars per hour for all City

of Santa Fe employees, including part-time and temporary employees, would be more than double the federal minimum wage; and

WHEREAS, other than for employees for whom a wage increase could cause a benefits cliff, a fifteen dollar wage would help City workers who work and live in Santa Fe to meet their financial needs, as well as keep the City competitive in the current competitive job market; and

WHEREAS, Rule 6 of the City's Rules, Regulations, and Policies, regarding the Pay Plan of the City, includes Rule 6.21, which provides for the City Manager to provide salary increases "to any rate in the salary range for the emergency retention of employees, except those in temporary status, who have completed at least six (6) months continuous service"; and

WHEREAS, 217 positions (190 filled, 27 vacant) are currently paid less than fifteen dollars per hour and the positions span nine City departments and 29 job classifications; and

WHEREAS, the 217 positions include positions impact non-union, AFSCME and Fire Unions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body finds that offering salary increases to a rate of fifteen dollars per hour is an emergency retention strategy for employees who have completed at least six (6) months continuous service and supports the City Manager offering an hourly wage of at least fifteen dollars per hour for all of the City's employees.

BE IT FURTHER RESOLVED that the City Manager shall offer increases to the pay for all City employees who do not currently make fifteen dollars per hour.

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

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
City Clerk / Salaries	1000214	500110		1,473	
City Clerk / FICA	1000214	503100		113	
City Clerk / PERA	1000214	503150		306	
City Clerk / Retiree Health Care	1000214	503250		29	
Library / Salaries	1000102	500110		3,558	
Library / FICA	1000102	503100		272	
Library / PERA	1000102	503150		740	
Library / Retiree Health Care	1000102	503250		71	
Library / Salaries	1000103	500110		3,764	
Library / FICA	1000103	503100		287	
Library / PERA	1000103	503150		773	
Library / Retiree Health Care	1000103	503250		74	
Library / Salaries	1000105	500110		1,255	
Library / FICA	1000105	503100		96	
Library / PERA	1000105	503150		261	
Library / Retiree Health Care	1000105	503250		25	
Library / Salaries	2510104	500110		3,545	
Library / FICA	2510104	503100		271	
Library / PERA	2510104	503150		737	
Library / Retiree Health Care	2510104	503250		70	
				$ 17,720	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — 9/29/2021
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Sep 30, 2021 13:19 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Seniors / Salaries	2410111	500110		1,245	
Seniors / FICA	2410111	503100		95	
Seniors / PERA	2410111	503150		259	
Seniors / Retiree Health Care	2410111	503250		25	
Seniors / Salaries	2410114	500110		14,909	
Seniors / FICA	2410114	503100		1,140	
Seniors / PERA	2410114	503150		3,097	
Seniors / Retiree Health Care	2410114	503250		297	
Fire Operations / Salaries	1000021	500110		2,125	
Fire Operations / FICA	1000021	503100		30	
Fire Operations / PERA	1000021	503150		678	
Fire Operations / Retiree Health Care	1000021	503250		50	
Municipal Court / Salaries	1002700	500110		3,585	
Municipal Court / FICA	1002700	503100		275	
Municipal Court / PERA	1002700	503150		746	
Municipal Court / Retiree Health Care	1002700	503250		71	
Police Admin / Salaries	1000310	500110		5,765	
Police Admin / FICA	1000310	503100		443	
Police Admin / PERA	1000310	503150		1,198	
Police Admin / Retiree Health Care	1000310	503250		117	
				$ 36,150	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

N/A — Division Director Signature *{optional}* — Date

[see BAR p. 1 for signatures] — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Airport / Salaries	5456050	500110		3,365	
Airport / FICA	5456050	503100		258	
Airport / PERA	5456050	503150		699	
Airport / Retiree Health Care	5456050	503250		67	
Facilities / Salaries	1000434	500110		25,057	
Facilities / FICA	1000434	503100		1,921	
Facilities / PERA	1000434	503150		5,205	
Facilities / Retiree Health Care	1000434	503250		498	
Municipal Recreation Complex / Salaries	5300271	500110		2,514	
Municipal Recreation Complex / FICA	5300271	503100		193	
Municipal Recreation Complex / PERA	5300271	503150		522	
Municipal Recreation Complex / Retiree Health Care	5300271	503250		50	
Parking / Salaries	5350452	500110		1,892	
Parking / FICA	5350452	503100		145	
Parking / PERA	5350452	503150		393	
Parking / Retiree Health Care	5350452	503250		38	
Parking / Salaries	5350453	500110		4,116	
Parking / FICA	5350453	503100		314	
Parking / PERA	5350453	503150		855	
Parking / Retiree Health Care	5350453	503250		82	
				$ 48,184	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — 9/29/2021
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see BAR p. 1 for signatures]
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures]
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parking / Salaries	5350454	500110		1,892	
Parking / FICA	5350454	503100		145	
Parking / PERA	5350454	503150		393	
Parking / Retiree Health Care	5350454	503250		38	
Parking / Salaries	5350456	500110		3,365	
Parking / FICA	5350456	503100		258	
Parking / PERA	5350456	503150		699	
Parking / Retiree Health Care	5350456	503250		67	
Parks / Salaries	1004150	500110		29,021	
Parks / FICA	1004150	503100		2,225	
Parks / PERA	1004150	503150		6,029	
Parks / Retiree Health Care	1004150	503250		577	
Parks / Salaries	5154150	500110		1,314	
Parks / FICA	5154150	503100		101	
Parks / PERA	5154150	503150		273	
Parks / Retiree Health Care	5154150	503250		26	
Streets / Salaries	1000086	500110		1,892	
Streets / FICA	1000086	503100		145	
Streets / PERA	1000086	503150		393	
Streets / Retiree Health Care	1000086	503250		38	
				$ 48,891	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Transit / Salaries	2330491	500110		1,892	
Transit / FICA	2330491	503100		145	
Transit / PERA	2330491	503150		393	
Transit / Retiree Health Care	2330491	503250		38	
Transit / Salaries	5400091	500110		1,307	
Transit / FICA	5400091	503100		100	
Transit / PERA	5400091	503150		272	
Transit / Retiree Health Care	5400091	503250		26	
Transit / Salaries	5400093	500110		1,892	
Transit / FICA	5400093	503100		145	
Transit / PERA	5400093	503150		393	
Transit / Retiree Health Care	5400093	503250		38	
Transit / Salaries	5400094	500110		2,284	
Transit / FICA	5400094	503100		175	
Transit / PERA	5400094	503150		475	
Transit / Retiree Health Care	5400094	503250		45	
GCCC / Salaries	5500261	500110		2,696	
GCCC / FICA	5500261	503100		206	
GCCC / PERA	5500261	503150		561	
GCCC / Retiree Health Care	5500261	503250		54	
				$ 13,137	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

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N/A — Division Director Signature *{optional}* — Date

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[see BAR p. 1 for signatures] — Department Director Signature — Date

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Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC / Salaries	5500263	500110		2,715	
GCCC / FICA	5500263	503100		208	
GCCC / PERA	5500263	503150		563	
GCCC / Retiree Health Care	5500263	503250		53	
GCCC / Salaries	5500265	500110		4,557	
GCCC / FICA	5500265	503100		348	
GCCC / PERA	5500265	503150		948	
GCCC / Retiree Health Care	5500265	503250		91	
Recreation / Salaries	1004200	500110		8,935	
Recreation / FICA	1004200	503100		684	
Recreation / PERA	1004200	503150		1,856	
Recreation / Retiree Health Care	1004200	503250		179	
Library (General Fund) / Operating Transfer to Southside Library	1000101	750251		4,623	
Seniors (General Fund) / Operating Transfer to Seniors (Special Revenue Fund)	1000111	750241		21,067	
Airport (General Fund) / Operating Transfer to Airport (Enterprise Fund)	1006050	750545		4,389	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Southside Library / Operating Transfer from Library (General Fund)	2510104	650100		(4,623)	
Senior Center Programs / Operating Transfer from Seniors (General Fund)	2410111	650100		(1,624)	
Senior Nutrition Programs / Operating Transfer from Seniors (General Fund)	2410114	650100		(19,443)	
Airport (Enterprise Fund) / Operating Transfer from Airport (General Fund)	5456050	650100		(4,389)	
				$ 21,137	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
MRC (General Fund) / Operating Transfer to MRC (Enterprise Fund)	1000272	750530		3,279	
Public Works Admin (General Fund) / Operating Transfer to Parking Enterprise Fund	1006001	750535		14,692	
Parks (General Fund) / Operating Transfer to Railyard Park (Enterprise Fund)	1004150	750515		1,714	
Public Works Admin (General Fund) / Operating Transfer to Transit (Transportation Grants Fund)	1006001	750233		2,468	
Public Works Admin (General Fund) / Operating Transfer to Transit Enterprise Fund	1006001	750540		7,152	
Recreation (General Fund) / Operating Transfer to GCCC (Enterprise Fund)	1004200	750550		13,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
MRC (Enterprise Fund) / Operating Transfer from MRC (General Fund)	5300271	650100		(3,279)	
Parking-Accounting (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350452	650100		(2,468)	
Parking-Enforcement (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350453	650100		(5,367)	
Parking-Collections (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350454	650100		(2,468)	
Parking-Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350456	650100		(4,389)	
Railyard Park (Enterprise Fund) / Operating Transfer from Parks (General Fund)	5154150	650100		(1,714)	
Transit (Transportation Grants Fund) / Operating Transfer from Public Works Admin (General Fund)	2330491	650100		(2,468)	
Transit Admin (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400091	650100		(1,705)	
Transit Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400093	650100		(2,468)	
Paratransit Operations (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400094	650100		(2,979)	
GCCC Admin (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500261	650100		(3,517)	
GCCC Center Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500263	650100		(3,539)	
GCCC Ice Arena Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500265	650100		(5,944)	
				$ -	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

FIR No. 10342

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Increasing the City's Minimum Wage Offered

Sponsor(s): Mayor Alan Webber, Councilor Signe I. Lindell, Councilor Roman "Tiger" Abeyta, Councilor Carol Romero-Wirth

Reviewing Department(s): Finance Department and Human Resources Department

Staff Completing FIR: Andy Hopkins Date: 9/15/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Oct 1, 2021

Reviewed by Finance Director: _____ Date: Oct 1, 2021

Summary:

The resolution states the Governing Body supports an hourly wage of at least fifteen dollars per hour for all of the City's employees and directs the City Manager to take the steps necessary to implement increases to the pay for all City employees who do not currently make fifteen dollars per hour. Raising the minimum wage to $15 per hour, , more than double the federal minimum wage, for all City of Santa Fe government employees will provide a wage for our employees that is fair and has a positive impact on our community. Raising the minimum wage to $15 would help ensure City workers are paid enough to cover their financial needs; the City is competitive in the current job market in order to retain our current employees and attract new employees, and the City is staffed up to provide our community with the highest quality of services.

Departments Affected:

Multiple Departments

Consequences of Not Enacting Legislation:

146 positions will continue to be budgeted under $15 per hour.

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

There is no conflict, duplication, companion or relation to any other legislation.

Performance and Administrative Implications:

The City of Santa Fe Payroll Division and Human Resources Department will work together to ensure all HR actions to implement the $15 per hour wage is implemented for all impacted positions.

Fiscal Implications:

The fiscal impact of this change for the remainder of the current fiscal year totals $216 thousand and the total full year cost is $291 thousand. The cost estimate includes increases to both salaries and salary-dependent benefits (such as employee retirement/PERA). Because some of these costs will be absorbed by vacancy savings within the affected areas, the net increase to the budget for the current fiscal year is $185 thousand.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE-22	FYE-23	FYE-24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$185,219	$253,458	$253,458	Y	R	Multiple	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$185,219	$253,458	$253,458				$692,135

* 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	$	$	$	Y	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Oct 1, 2021 12:57 MDT)

Email: jlapanhill@santafenm.gov

Signature: Bernadette Salazar
Bernadette Salazar (Oct 1, 2021 14:22 MDT)

Email: bjsalazar@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human
Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 05/10/2021 07:04:06

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human
Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 06/10/2021 17:19:54

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title -

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars Per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City Employees Paid Less Than Fifteen Dollars Per Hour. (Mary McCoy, Finance
Director: mtmccoy@santafenm.gov, 505-955-6171 and Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to Increase Salaries to $15 Per Hour.

Committee Review:
Introduced: 09/18/21
Finance Committee: 10/04/21
Quality of Life Committee: 10/06/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - budget adjustment resolution (BAR)

Item Owner - Mary McCoy

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12325

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 17:59:27

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
(Name of Resolution)

Mayor and Members of the City Council:

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

1. On page 1, line 13 ***strike*** "**FULL-TIME**" and ***insert*** in lieu thereof "**PERMANENT**"

Respectfully submitted,

_____
Jamie Cassutt, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber	Councilor Signe I. Lindell
Councilor Carol Romero-Wirth	Councilor Roman "Tiger" Abeyta
Councilor JoAnne Vigil Coppler	Councilor Jamie Cassutt
Councilor Chris Rivera	Councilor Michael J. Garcia

A RESOLUTION

SUPPORTING OFFERING AT LEAST A WAGE OF FIFTEEN DOLLARS PER HOUR FOR EMPLOYEES OF THE CITY OF SANTA FE AND DIRECTING THE CITY MANAGER TO OFFER HOURLY WAGE INCREASES FOR ALL FULL-TIME, NON-PROBATIONARY CITY EMPLOYEES PAID LESS THAN FIFTEEN DOLLARS PER HOUR.

WHEREAS, since the enactment of the federal minimum wage in the Fair Labor Standards Act in 1938, the federal minimum pay rate has been increased 22 times, by 12 different U.S. presidents, but it hasn't been raised since July 2009, when it was increased to $7.25 per hour; and

WHEREAS, the City pays its employees, including part-time and temporary employees, no less than the hourly wage established by the Living Wage Ordinance (SFCC 1987, Section 28-1); and

WHEREAS, the Living Wage in the City of Santa Fe is $12.32 currently; and

WHEREAS, raising the City's lowest offered wage to fifteen dollars per hour for all City

of Santa Fe employees, including part-time and temporary employees, would be more than double the federal minimum wage; and

WHEREAS, other than for employees for whom a wage increase could cause a benefits cliff, a fifteen dollar wage would help City workers who work and live in Santa Fe to meet their financial needs, as well as keep the City competitive in the current competitive job market; and

WHEREAS, Rule 6 of the City's Rules, Regulations, and Policies, regarding the Pay Plan of the City, includes Rule 6.21, which provides for the City Manager to provide salary increases "to any rate in the salary range for the emergency retention of employees, except those in temporary status, who have completed at least six (6) months continuous service"; and

WHEREAS, 217 positions (190 filled, 27 vacant) are currently paid less than fifteen dollars per hour and the positions span nine City departments and 29 job classifications; and

WHEREAS, the 217 positions include positions impact non-union, AFSCME and Fire Unions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body finds that offering salary increases to a rate of fifteen dollars per hour is an emergency retention strategy for employees who have completed at least six (6) months continuous service and supports the City Manager offering an hourly wage of at least fifteen dollars per hour for all of the City's employees.

BE IT FURTHER RESOLVED that the City Manager shall offer increases to the pay for all City employees who do not currently make fifteen dollars per hour.

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

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Increasing the City's Minimum Wage Offered

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
City Clerk / Salaries	1000214	500110		1,473	
City Clerk / FICA	1000214	503100		113	
City Clerk / PERA	1000214	503150		306	
City Clerk / Retiree Health Care	1000214	503250		29	
Library / Salaries	1000102	500110		3,558	
Library / FICA	1000102	503100		272	
Library / PERA	1000102	503150		740	
Library / Retiree Health Care	1000102	503250		71	
Library / Salaries	1000103	500110		3,764	
Library / FICA	1000103	503100		287	
Library / PERA	1000103	503150		773	
Library / Retiree Health Care	1000103	503250		74	
Library / Salaries	1000105	500110		1,255	
Library / FICA	1000105	503100		96	
Library / PERA	1000105	503150		261	
Library / Retiree Health Care	1000105	503250		25	
Library / Salaries	2510104	500110		3,545	
Library / FICA	2510104	503100		271	
Library / PERA	2510104	503150		737	
Library / Retiree Health Care	2510104	503250		70	
				$ 17,720	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — 9/29/2021
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Sep 30, 2021 13:19 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Seniors / Salaries	2410111	500110		1,245	
Seniors / FICA	2410111	503100		95	
Seniors / PERA	2410111	503150		259	
Seniors / Retiree Health Care	2410111	503250		25	
Seniors / Salaries	2410114	500110		14,909	
Seniors / FICA	2410114	503100		1,140	
Seniors / PERA	2410114	503150		3,097	
Seniors / Retiree Health Care	2410114	503250		297	
Fire Operations / Salaries	1000021	500110		2,125	
Fire Operations / FICA	1000021	503100		30	
Fire Operations / PERA	1000021	503150		678	
Fire Operations / Retiree Health Care	1000021	503250		50	
Municipal Court / Salaries	1002700	500110		3,585	
Municipal Court / FICA	1002700	503100		275	
Municipal Court / PERA	1002700	503150		746	
Municipal Court / Retiree Health Care	1002700	503250		71	
Police Admin / Salaries	1000310	500110		5,765	
Police Admin / FICA	1000310	503100		443	
Police Admin / PERA	1000310	503150		1,198	
Police Admin / Retiree Health Care	1000310	503250		117	
				$ 36,150	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

N/A — Division Director Signature *{optional}* — Date

[see BAR p. 1 for signatures] — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

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

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Airport / Salaries	5456050	500110		3,365	
Airport / FICA	5456050	503100		258	
Airport / PERA	5456050	503150		699	
Airport / Retiree Health Care	5456050	503250		67	
Facilities / Salaries	1000434	500110		25,057	
Facilities / FICA	1000434	503100		1,921	
Facilities / PERA	1000434	503150		5,205	
Facilities / Retiree Health Care	1000434	503250		498	
Municipal Recreation Complex / Salaries	5300271	500110		2,514	
Municipal Recreation Complex / FICA	5300271	503100		193	
Municipal Recreation Complex / PERA	5300271	503150		522	
Municipal Recreation Complex / Retiree Health Care	5300271	503250		50	
Parking / Salaries	5350452	500110		1,892	
Parking / FICA	5350452	503100		145	
Parking / PERA	5350452	503150		393	
Parking / Retiree Health Care	5350452	503250		38	
Parking / Salaries	5350453	500110		4,116	
Parking / FICA	5350453	503100		314	
Parking / PERA	5350453	503150		855	
Parking / Retiree Health Care	5350453	503250		82	
				$ 48,184	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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TOTAL:	**(185,219)**

Andy Hopkins — 9/29/2021
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see BAR p. 1 for signatures]
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures]
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parking / Salaries	5350454	500110		1,892	
Parking / FICA	5350454	503100		145	
Parking / PERA	5350454	503150		393	
Parking / Retiree Health Care	5350454	503250		38	
Parking / Salaries	5350456	500110		3,365	
Parking / FICA	5350456	503100		258	
Parking / PERA	5350456	503150		699	
Parking / Retiree Health Care	5350456	503250		67	
Parks / Salaries	1004150	500110		29,021	
Parks / FICA	1004150	503100		2,225	
Parks / PERA	1004150	503150		6,029	
Parks / Retiree Health Care	1004150	503250		577	
Parks / Salaries	5154150	500110		1,314	
Parks / FICA	5154150	503100		101	
Parks / PERA	5154150	503150		273	
Parks / Retiree Health Care	5154150	503250		26	
Streets / Salaries	1000086	500110		1,892	
Streets / FICA	1000086	503100		145	
Streets / PERA	1000086	503150		393	
Streets / Retiree Health Care	1000086	503250		38	
				$ 48,891	$ -

JUSTIFICATION: *(use additional page if needed)*
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Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Transit / Salaries	2330491	500110		1,892	
Transit / FICA	2330491	503100		145	
Transit / PERA	2330491	503150		393	
Transit / Retiree Health Care	2330491	503250		38	
Transit / Salaries	5400091	500110		1,307	
Transit / FICA	5400091	503100		100	
Transit / PERA	5400091	503150		272	
Transit / Retiree Health Care	5400091	503250		26	
Transit / Salaries	5400093	500110		1,892	
Transit / FICA	5400093	503100		145	
Transit / PERA	5400093	503150		393	
Transit / Retiree Health Care	5400093	503250		38	
Transit / Salaries	5400094	500110		2,284	
Transit / FICA	5400094	503100		175	
Transit / PERA	5400094	503150		475	
Transit / Retiree Health Care	5400094	503250		45	
GCCC / Salaries	5500261	500110		2,696	
GCCC / FICA	5500261	503100		206	
GCCC / PERA	5500261	503150		561	
GCCC / Retiree Health Care	5500261	503250		54	
				$ 13,137	$ -

JUSTIFICATION: *(use additional page if needed)*
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Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC / Salaries	5500263	500110		2,715	
GCCC / FICA	5500263	503100		208	
GCCC / PERA	5500263	503150		563	
GCCC / Retiree Health Care	5500263	503250		53	
GCCC / Salaries	5500265	500110		4,557	
GCCC / FICA	5500265	503100		348	
GCCC / PERA	5500265	503150		948	
GCCC / Retiree Health Care	5500265	503250		91	
Recreation / Salaries	1004200	500110		8,935	
Recreation / FICA	1004200	503100		684	
Recreation / PERA	1004200	503150		1,856	
Recreation / Retiree Health Care	1004200	503250		179	
Library (General Fund) / Operating Transfer to Southside Library	1000101	750251		4,623	
Seniors (General Fund) / Operating Transfer to Seniors (Special Revenue Fund)	1000111	750241		21,067	
Airport (General Fund) / Operating Transfer to Airport (Enterprise Fund)	1006050	750545		4,389	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Southside Library / Operating Transfer from Library (General Fund)	2510104	650100		(4,623)	
Senior Center Programs / Operating Transfer from Seniors (General Fund)	2410111	650100		(1,624)	
Senior Nutrition Programs / Operating Transfer from Seniors (General Fund)	2410114	650100		(19,443)	
Airport (Enterprise Fund) / Operating Transfer from Airport (General Fund)	5456050	650100		(4,389)	
				$ 21,137	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*
Journal # *{Finance use only}*:	*(see BAR p. 1 for log/journal)*

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
MRC (General Fund) / Operating Transfer to MRC (Enterprise Fund)	1000272	750530		3,279	
Public Works Admin (General Fund) / Operating Transfer to Parking Enterprise Fund	1006001	750535		14,692	
Parks (General Fund) / Operating Transfer to Railyard Park (Enterprise Fund)	1004150	750515		1,714	
Public Works Admin (General Fund) / Operating Transfer to Transit (Transportation Grants Fund)	1006001	750233		2,468	
Public Works Admin (General Fund) / Operating Transfer to Transit Enterprise Fund	1006001	750540		7,152	
Recreation (General Fund) / Operating Transfer to GCCC (Enterprise Fund)	1004200	750550		13,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
MRC (Enterprise Fund) / Operating Transfer from MRC (General Fund)	5300271	650100		(3,279)	
Parking-Accounting (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350452	650100		(2,468)	
Parking-Enforcement (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350453	650100		(5,367)	
Parking-Collections (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350454	650100		(2,468)	
Parking-Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5350456	650100		(4,389)	
Railyard Park (Enterprise Fund) / Operating Transfer from Parks (General Fund)	5154150	650100		(1,714)	
Transit (Transportation Grants Fund) / Operating Transfer from Public Works Admin (General Fund)	2330491	650100		(2,468)	
Transit Admin (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400091	650100		(1,705)	
Transit Maintenance (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400093	650100		(2,468)	
Paratransit Operations (Enterprise Fund) / Operating Transfer from Public Works Admin (General Fund)	5400094	650100		(2,979)	
GCCC Admin (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500261	650100		(3,517)	
GCCC Center Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500263	650100		(3,539)	
GCCC Ice Arena Ops (Enterprise Fund) / Operating Transfer from Recreation (General Fund)	5500265	650100		(5,944)	
				$ -	$ -

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

Use of General Fund GRT revenue earned in the previous fiscal year (FY21) over and above budgeted estimates to cover salary/benefits increases resulting from an increase to the City's minimum wage to $15 per hour. Includes increases for affected employees both in the General Fund and other funds that require a subsidy from the General Fund for this purpose.

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100	(185,219)
TOTAL:	**(185,219)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

[see BAR p. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

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

[see BAR p. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

FIR No. 10342

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Increasing the City's Minimum Wage Offered

Sponsor(s): Mayor Alan Webber, Councilor Signe I. Lindell, Councilor Roman "Tiger" Abeyta, Councilor Carol Romero-Wirth

Reviewing Department(s): Finance Department and Human Resources Department

Staff Completing FIR: Andy Hopkins Date: 9/15/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Oct 1, 2021

Reviewed by Finance Director: _____ Date: Oct 1, 2021

Summary:

The resolution states the Governing Body supports an hourly wage of at least fifteen dollars per hour for all of the City's employees and directs the City Manager to take the steps necessary to implement increases to the pay for all City employees who do not currently make fifteen dollars per hour. Raising the minimum wage to $15 per hour, , more than double the federal minimum wage, for all City of Santa Fe government employees will provide a wage for our employees that is fair and has a positive impact on our community. Raising the minimum wage to $15 would help ensure City workers are paid enough to cover their financial needs; the City is competitive in the current job market in order to retain our current employees and attract new employees, and the City is staffed up to provide our community with the highest quality of services.

Departments Affected:

Multiple Departments

Consequences of Not Enacting Legislation:

146 positions will continue to be budgeted under $15 per hour.

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

There is no conflict, duplication, companion or relation to any other legislation.

Performance and Administrative Implications:

The City of Santa Fe Payroll Division and Human Resources Department will work together to ensure all HR actions to implement the $15 per hour wage is implemented for all impacted positions.

Fiscal Implications:

The fiscal impact of this change for the remainder of the current fiscal year totals $216 thousand and the total full year cost is $291 thousand. The cost estimate includes increases to both salaries and salary-dependent benefits (such as employee retirement/PERA). Because some of these costs will be absorbed by vacancy savings within the affected areas, the net increase to the budget for the current fiscal year is $185 thousand.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE-22	FYE-23	FYE-24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$185,219	$253,458	$253,458	Y	R	Multiple	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$185,219	$253,458	$253,458				$692,135

* 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	$	$	$	Y	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Oct 1, 2021 12:57 MDT)

Email: jlapanhill@santafenm.gov

Signature: Bernadette Salazar
Bernadette Salazar (Oct 1, 2021 14:22 MDT)

Email: bjsalazar@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Abeyta, Councilor Vigil Coppler, and Councilor Cassutt)
A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591)

1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour.

Committee	**Review:**
Introduced:	09/18/21
Finance Committee:	10/04/21
Quality of Life Committee:	10/06/21
Public Works and Utilities Committee:	10/12/21
Governing Body: 10/13/21	

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 10/06/2021
ISSUE NO. 7f CONSIDERATION OF A RESOLUTION NO. 2021-__. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, and Councilor Abeyta) A Resolution Supporting Offering at Least a Wage of Fifteen Dollars per Hour for Employees of the City of Santa Fe and Directing the City Manager to Offer Hourly Wage Increases for All Full-Time, Non-Probationary City employees Paid Less Than Fifteen Dollars per Hour. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, Human Resources Director: bjsalazar@santafenm.gov, 505-955-6591) 1) Request for Approval of Budget Amendment Resolution in the Total Amount of $216,449 to increase salaries to $15 per hour. **Committee Review:** Introduced: 09/18/21 Finance Committee: 10/04/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 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		

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12447

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 20:13:56

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to Repair and Reconstruct the Bicentennial Pool; $1,948,419.42 Including New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocated $2,337,957 from FY21 GRT in Excess of Budget to Fund the Reconstruction and Repairs of the Bicentennial Pool Facility.

Committee Review:

Finance Committee: 10/04/2021
Public Works/Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - contract

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12447

Motion Type - No Recommendation

Motion Mover - Michael Garcia

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 12/10/2021

Vote For Count - 3

Vote Against Count - 2

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Michael Garcia, Roman Abeyta, JoAnne Vigil Coppler

Vote Against Names - Chris Rivera, Signe Lindell

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 12/10/2021 19:53:56

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **September 30, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** Regina Wheeler (Sep 30, 2021 12:53 MDT)
Sam Burnett, Facilities Division Director J Samuel Burnett (Sep 30, 2021 12:47 MDT)

FROM: **John Dillon, Facilities Division Project Administrator**

ITEM AND ISSUE:
Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; by John Dillon, jcdillon@santafenm.gov, (505) 955-5936

Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; by John Dillon, jcdillon@santafenm.gov, (505) 955-5936

BACKGROUND AND SUMMARY:
This year a major leak was identified in the Bicentennial Pool. It was determined that the pool was losing over one hundred thousand (100,000) gallons of water per month. Due to the amount of water being lost and the season's severe drought the City Council voted to close the pool and develop a solution to mitigate the leak.

The Public Works Department has been actively assessing the pool's conditions and options for addressing the issues discovered. After considerable exploration of the issue it has been determined that the only viable solution is to replace the existing pool shell and attendant plumbing and electrical systems with an entirely new shell and attendant systems.

This work has been broken into three phases. The first is the demolition of the pool with its own agreement in the amount of $137,136.82. The second in this reconstruction contract in the total amount of $1,948,419.42. The third and final phase will be the rehabilitation of the Bicentennial Pool building and addition of pool amenities, the cost of which is currently estimated to be $252,400. The total cost of these three phases is $2,337,956.25. All of these funds are being provided from FY21 GRT in excess of the City's projected budget.

Because the Department is focused on opening the new pool on time this coming spring the decision was made to proceed with executing the Agreement for the reconstruction of the pool before the building and amenity portion pricing was finalized. This will allow the Department to move forward with the reconstruction process as soon as possible, which is essential in meeting our target opening date. Once the pricing for this additional work is completed the Department will process an Amendment to this Agreement. The anticipated cost for these changes is, $252,400. These anticipated changes include:

1. Re-Habilitation of the Pool Building including new doors, stucco, painting and trim.
2. Modernization of the pool's mechanical and chemical systems.
3. Rehabilitation and cosmetic improvements of the Tot-Pool.

4. The addition of new pool amenities including a water slide, lane dividers, backstroke flags, and privacy screening.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services which expires on (June 30, 2022).

CONTRACT NUMBER:
3203003

FUNDING SOURCE:
Fund Name FACILITY
Project String: FACBCPOOL2
Munis Org Number: 3209980
Munis Object Number: 572970

ACTION:
1) Please approve this Agreement with Davenport Construction Management in the amount of $1,948,419.42.
2) Please approve this BAR in the amount of $2,337,957.

ATTACHMENTS:
Davenport Construction Management's Agreement
Davenport Construction Management's Proposal – Exhibit A
Davenport Construction Management's Certificate of Insurance
Davenport Construction Management's Business License
State Price Agreement #00-00000-20-00110
Procurement Checklist
Summary of Contracts
Budget Adjustment Request

Item#_____
Munis Contract# 3203003

City of Santa Fe Contract
General Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Davenport Construction Management LLC.,** 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 7:00 a.m. to 6:00 p.m. Mountain Time.

C. "You" and "your" refers to **Davenport Construction Management LLC**. "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 using Statewide Price Agreement # **00-00000-20-00110**: The installation of a new and complete lap pool to replace the existing Bicentennial Pool located at, 1121 Alto Street, Santa Fe, NM, 87501. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **Davenport Construction Management, LLC** to include the following, but is not necessarily inclusive to the following:

1) Install new lap pool to match the existing lap pool.
2) Locate underground utilities, perimeter pool drain system, and electrical system disturbed by demolition.
3) Test soils beneath pool.
4) Install a new perimeter pool deck drain system.
5) Re-connect sewer lines to building.
6) Re-connect any electrical lines that are disturbed during demolition.
7) Replace concrete pool deck with a concrete slab of the same dimensions and depth as the existing slab (like for like).
8) Install and upgrade the electrical service for new pool lights and electrical service to chemical controller and feed pumps.
9) All required electrical and mechanical up-grades needed to bring pool mechanical system up to electrical code.

3. **Compensation**

Deliverable item:	Price
01 Lap Pool Installation	[$ 1,645,580.20]

Unanticipated Cost Overruns:	Price
Unanticipated Cost Overrun	[$ 157,064.10]

In the event that the pool installation exceeds the deliverable amount, the city, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to, [$ 157,064.10].

The total compensation under this Agreement shall not exceed one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents [$ 1,948,419.42] - including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account’s statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN

WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on January 31, 2022. 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 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. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) 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:

1) 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;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by 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.

To the City:

John Dillon
Project Administrator
Public Works Department/ Facility Division
2651 Siringo Rd Bldg "E"
Santa Fe, NM, 87504

To the Contractor:

Mitch Davenport
Owner
Davenport Construction Management LLC.
141 Camino de las Crucitas
Santa Fe, NM, 87501

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. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

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

DATE:_____

CONTRACTOR:
Davenport Construction Management LLC.

_____
MITCH DAVENPORT
OWNER

DATE: 9/24/21

CRS# 03-053313-00-9
Registration # 225440

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 23, 2021 14:02 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

3209980 / 572970
Org.Name/Org.#

Davenport Construction Management LLC

EXHIBIT A

PROPOSAL SUMMARY:	**Bicentennial Pool Demolition**				**DATE:**	**9/13/2021 REV**
	Replace Existing Lap Pool					
JOB NAME:	**DCMCSF46B Bicentennial Pool**				**W.O. #:**	
OWNER:	**City of Santa Fe**				**P.O. #:**	
ADDRESS:	**1121 Alto Street, Santa Fe NM 87501**					
				PROPOSAL TOTAL:		**$ 1,948,419.42**

SCOPE: Replace Existing pool to match the previous lap pool. See attached subcontractor's quote for scope of replacment. Also included in this scope is locating the utilities, perimeter pool drain system, electrical disturbed by demolition, and a soils investigation and report. Using the information obtained by the previous work we will replace the permimeter drain system, complete a re-connection of sewer lines to building, re-connection of electrical that is not part of pool work and is disturbed by the demolition, place a new concerete slab apron around pool to match what was there before. Electrical work required for new pool lights and service to chemical controller ad feed pumps as well as upgrades necessary for pool mechaincal systems to code is included. Work excluded here is repair and replacement of landscape and irrigation, even if disturbed by this work, Repair or replacement of back flow device located east of equipment room. Repair or upgrading of equipment and storage rooms to meet code requirements.

			Task/Item	Hours or Units	Qty	Rate	Total
		LABOR					
		GENERAL CONDITIONS 1005	Administration	hours	12	$ 64.00	$ 768.00
		1030	Debris Removal	hours	16	$ 64.00	$ 1,024.00
		1035	Demolition	hours	20	$ 64.00	$ 1,280.00
		1070	Final Clean-Up	hours	48	$ 64.00	$ 3,072.00
		1110	Material Runs	hours	32	$ 64.00	$ 2,048.00
		1120	On-Going Clean-Up	hours	40	$ 64.00	$ 2,560.00
		1130	Permit Prep & Application Fees				
			Drawings for permit	hours	60	$ 68.00	$ 4,080.00
			Engineering stamps	sub			$ 3,200.00
			Fee to submit and obtain permit	hours	32	$ 68.00	$ 2,176.00
			Permit fees	see fees			$ 19,133.40
		1140	Plans & Copies				
			Construction	hours	8	$ 68.00	$ 544.00
			As-builts	hours	4	$ 68.00	$ 272.00
		1150	Project Management	hours	120	$ 68.00	$ 8,160.00
		1180	Safety Equipment/Program	hours	36	$ 64.00	$ 2,304.00
		1181	COVID-19 Protocols	days	16	$ 64.00	$ 1,024.00
		1193	Signage-Site	hours	8	$ 64.00	$ 512.00
		1200	Supervision	hours	240	$ 68.00	$ 16,320.00
		1245	Temporary Fencing	hours	16	$ 64.00	$ 1,024.00
		1280	Building Protection	hours	16	$ 64.00	$ 1,024.00
		1286	Property Relocation	hours	16	$ 64.00	$ 1,024.00
		1505	Mobilization	hours	16	$ 64.00	$ 1,024.00
		2050	Demolition	hours	20	$ 64.00	$ 1,280.00
		Labor Subtotal		**Total hours**	**776**		**$ 73,853.40**
	SUBS	**New Pool Work**	**Wescon**	Sub			$ 1,273,184.00
			GC mark up			5%	$ 63,659.20
		Concrete apron and sidewalks	**CAI**				$ 92,328.00
			GC mark up		1	5%	$ 4,616.40
		See scope above	**Allied Electrical**	Sub			$ 40,000.00

		Includes engineering	GC mark up		1	5%	$	2,000.00
		See scope above	**Plumbing Contractor**	Sub			$	20,000.00
			GC mark up		1	5%	$	1,000.00
		Subcontractor Subtotal					**$**	**1,496,787.60**
		TOOLS & EQPT						
		MATERIALS	**Item**	**Unit**	**Qty**	**Cost per**		**Total**
			L&M Subtotal				**$**	**1,570,641.00**
			Contingency	10%			**$**	**157,064.10**
			GRTax	8.4375%			**$**	**145,775.12**
		GRAND SUBTOTAL					**$**	**1,873,480.21**
			Bond		1	4%	**$**	**74,939.21**
		GRAND TOTAL					**$**	**1,948,419.42**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2021

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
Daniels Insurance, Inc.-Santa Fe
805 St. Michaels Drive

Santa Fe NM 87505

CONTACT NAME: Michael Latting
PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186
E-MAIL ADDRESS: mlatting@danielsinsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builders Trust	
INSURER B : Cincinnati Insurance Companies	10677
INSURER C : Cincinnati Specialty Underwrit	13037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED (505) 660-7105
Davenport Construction Management, LLC

141 Camino De Las Crucitas

Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** Cert ID 30322 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CSU0027329	04/18/2020	04/18/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ENP/EBA0074852	04/18/2020	04/18/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CSU0027329	04/18/2020	04/18/2021	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5928	01/01/2021	01/01/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)
All operations of the insured per policy conditions, Liability: Continental U.S.; Workers Compensation: New Mexico.

CERTIFICATE HOLDER

City of Santa Fe, Public Works
Facilities Division Administrator
Attn: Curt E Temple
120 S Federal Pl #305
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

BUSINESS REGISTRATION

Business Name: DAVENPORT CONST MGMNT LLC
DBA: DAVENPORT CONST MGMNT LLC

Business Location: 3600 CERRILLOS RD 719D
SANTA FE, NM 87505

CRS Number: 03-053313-00-9

Owner: MITCH DAVENPORT

License Number: 225440

License Type: Business License - Renewable

Issued Date: January 08, 2021

Classification: Contractor - General

Expiration Date: January 08, 2022

Fees Paid: $35.00

DAVENPORT CONST MGMNT LLC
141 CAMINO DE LAS CRUCITAS
SANTA FE, NM 87501

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

Ver 16 2/7/2020

DocuSign Envelope ID: BCA8D713-04BF-4ED1-B093-2C3E0D419360

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **45 Vendors**

Number**: 00-00000-20-00110**

Amendment No.**: Two**

Term**: July 1, 2020 – June 30, 2022**

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

Procurement Specialist**: Michael Saavedra**

Telephone No.**: 505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title**: General Construction 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 July 1, 2021 to June 30, 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 Pawlk

Date:3/31/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

Record Tracking

Status: Original
3/31/2021 9:53:13 AM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 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: 174.237.128.217	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 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: 174.237.133.74 Signed using mobile	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2021 9:54:22 AM
Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number**:** **00-00000-20-00110**

Price Agreement Amendment No**.:** **One**

Term**:** **July 1, 2020 – June 30, 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**:** **Michael Saavedra** MS

Telephone No**.:** **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title**: General Construction 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:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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: 07/20/20

Mark Hayden, New Mexico State Purchasing Agent

X **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description			
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

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

Invoice:
As Requested

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

_ Valerie Paulk _____ Date: 6/26/2020

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's 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

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The 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.

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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: https://bewellnm.com.

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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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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 or 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.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner’s request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, 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 acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred

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thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be ‘licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated “Energy Star” energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor’s licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M’s when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated “Energy Star” energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor’s work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency’s trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:
- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:
A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order 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, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine.. 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.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. companies present by name and their number of workers, work location, total man hours that day for each company;
   4. equipment - type, source, units of work done, location of work, hour meter reading;
   5. material brought to site - description, units, quantity, quality, location, time;
   6. visitors to site - name, company, time;
   7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
   8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

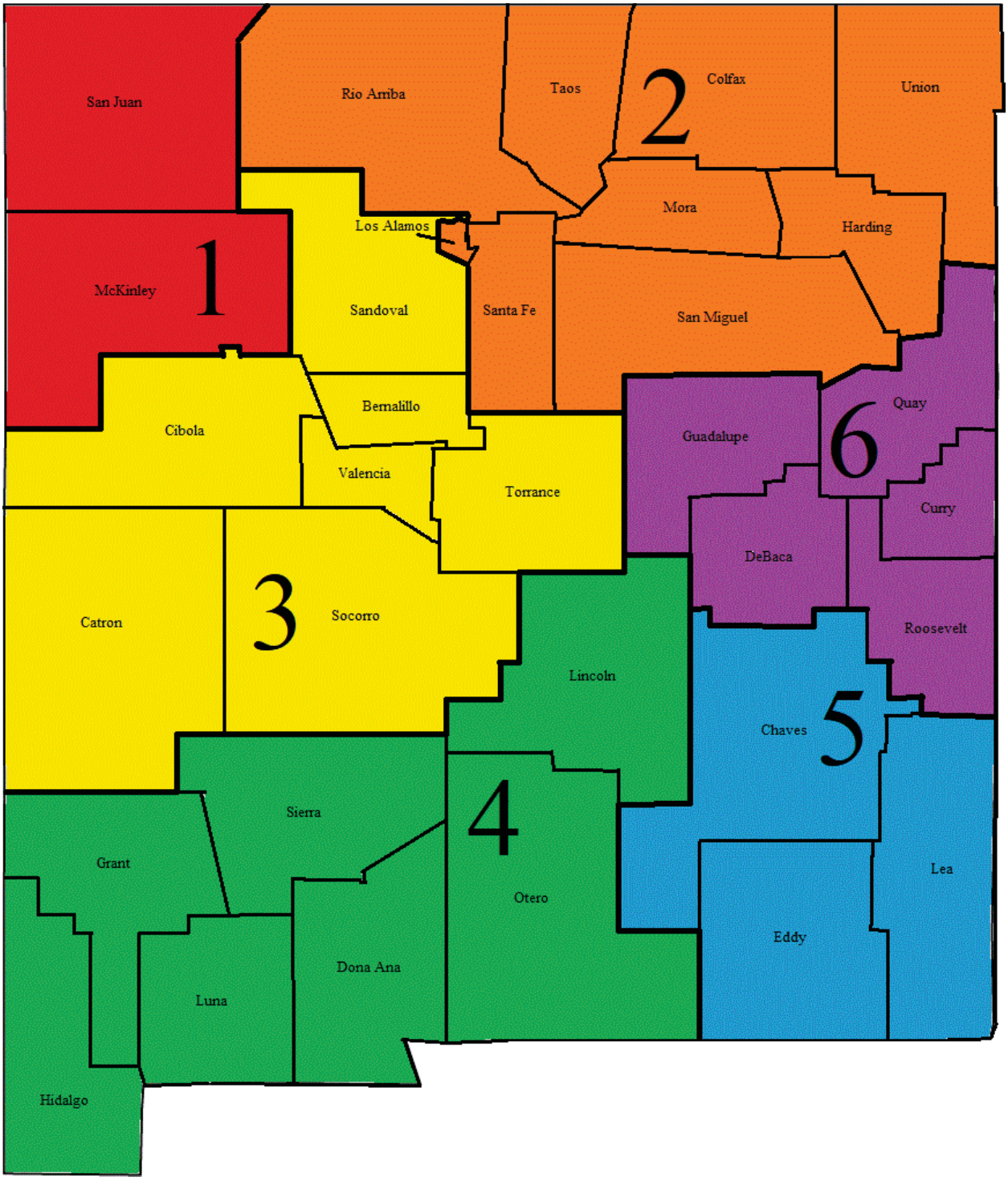
The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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Items:

Item	Approx. Qty.	Unit	Article Description			
		Projects UNDER Sixty Thousand ($60,000.00)				
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

006 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		
Item	Approx. Qty.	Unit	Article Description			

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
010	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
011	1	Hr.	Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 1 Hr. Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

012 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

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Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AA)	$175.00
(AB)	$125.00
(AD)	$125.00
(AE)	$125.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$151.00
(AJ)	$151.00
(AK)	$131.00
(AL)	$171.00
(AM)	$50.00

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Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AN)	$150.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	USE DEFINED
(AS)	$130.00
(AT)	$125.00
(AV)	$90.00
(AW)	$121.00
(AX)	$150.00
(AY)	$155.00
(AZ)	$150.00
(BA)	$125.00
(BB)	$159.00
(BC)	$105.00
(BD)	$164.00
(BE)	$105.00
(BF)	$155.00
(BG) Sheet Metal	$150.00
(BG) Plumbing & Pipe Fitting	$150.00
(BG) Electrical	$150.00
(BH)	$120.00
(BI)	$100.00
(BJ)	$192.00
(BK)	$55.00
(BL)	$168.00
(BM)	$145.00
(BN)	$100.00
(BO)	$225.00
(BP)	$130.00
(BQ)	$150.00

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	$ 0.575
(AK)					$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	$0.57

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95; *service truck $1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	$0.65

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	$0.545
(BI)	3272 Ojos de Jo	Roadruner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	$1.25

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	$0.575
(BL)					$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$0.57

***** 16 Items Total *****

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1
Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide
Source Envelope:
Document Pages: 47
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

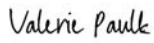
Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 73.26.219.12

Record Tracking

Status: Original
6/26/2020 9:59:43 AM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 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

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 AM

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Davenport Construction Management LLC

Procurement Title: _____

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 Department Staff Name John Dillon

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: _____

John Dillon	Project Administrator	09/20/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Sep 30, 2021 18:43 MDT)	Chief Procurement Officer	Sep 30, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203003**

Contractor: **Davenport Construction Management LLC**

Description: **Request for the Approval of City of Santa Fe Service Contract in the total amount of ($1,948,419.42) including GRT for the replacement of the Bicentennial Lap Pool with Davenport Construction Management LLC**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **October 31, 2022**

[☐] Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **NM Statewide Price Agreement (SWPA) #00-00000-20-00110**

Fran Dunaway (Sep 30, 2021 18:43 MDT) — Sep 30, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **FACILITIES Project String: FACBCPOOL2** **Org / Object:** **3209980/572970**

Andy Hopkins — Sep 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **John Dillon** Phone # **505-955-5936**

Email: **jcdillon@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	9/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Facilities CIP - WIP Construction	3209980	572970	FACBCPOOL2	2,337,957	
SR GRT Fund - Capital Transfer to Facilities CIP	2160001	760320		2,337,957	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP - Capital Transfer from SR GRT Fund	3209980	660216		(2,337,957)	
				$ 2,337,957	$ -

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

Use of Special Revenue Gross Receipts Tax Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates in order to fund the Bicentennial Pool and facilities repairs project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
216	(2,337,957)
TOTAL:	**(2,337,957)**

Andy Hopkins — Prepared By *{print name}* — 9/20/2021 Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Sep 20, 2021 14:30 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Sep 20, 2021 14:46 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

Request for the Approval of an Agreement between the City of Santa Fe and Davenport Construction Management LLC to repair and reconstruct the Bicentennial Pool; one million nine hundred forty eight thousand four hundred nineteen dollars and forty two cents ($1,948,419.42) including New Mexico Gross Receipts Tax; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request for the Approval of a Budget Adjustment Request (BAR) to allocated $2,337,957 from FY21 GRT in excess of budget to fund the reconstruction and repairs of the Bicentennial Pool facility; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

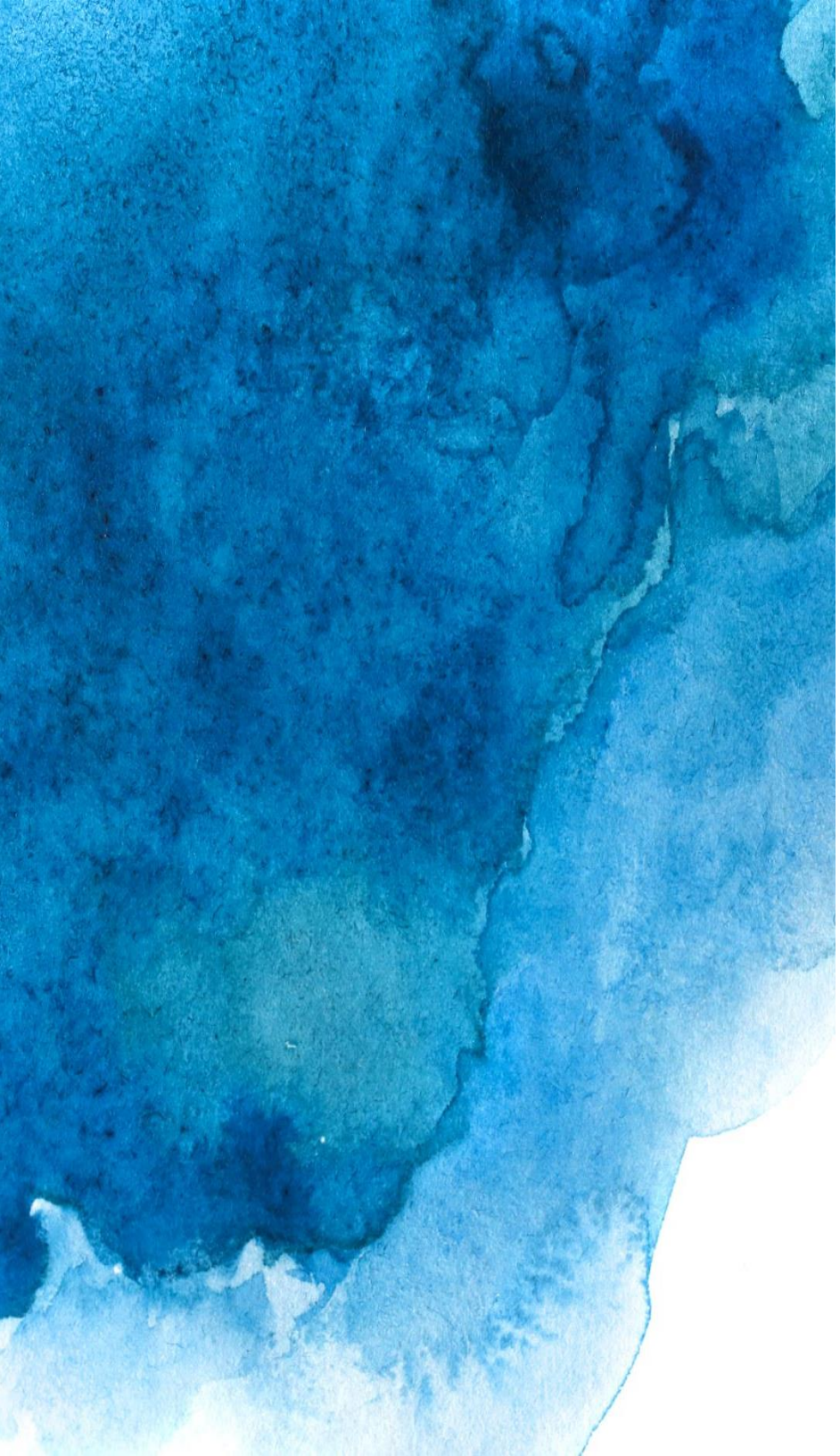
COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

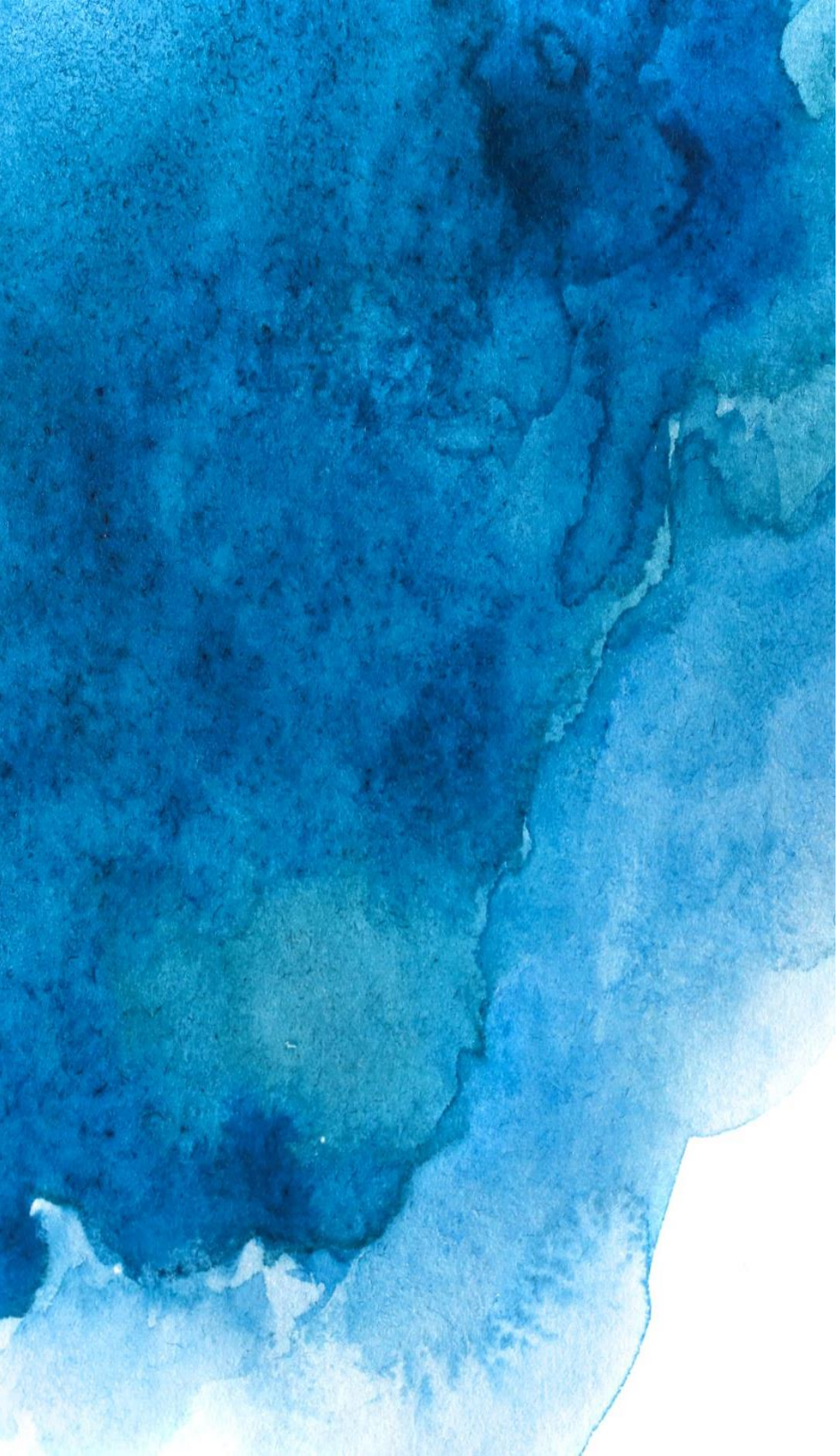
SPECIAL CONDITIONS OR AMENDMENTS

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



BICENTENNIAL POOL

Assessment, Issues, and Options



BACKGROUND

February 2021

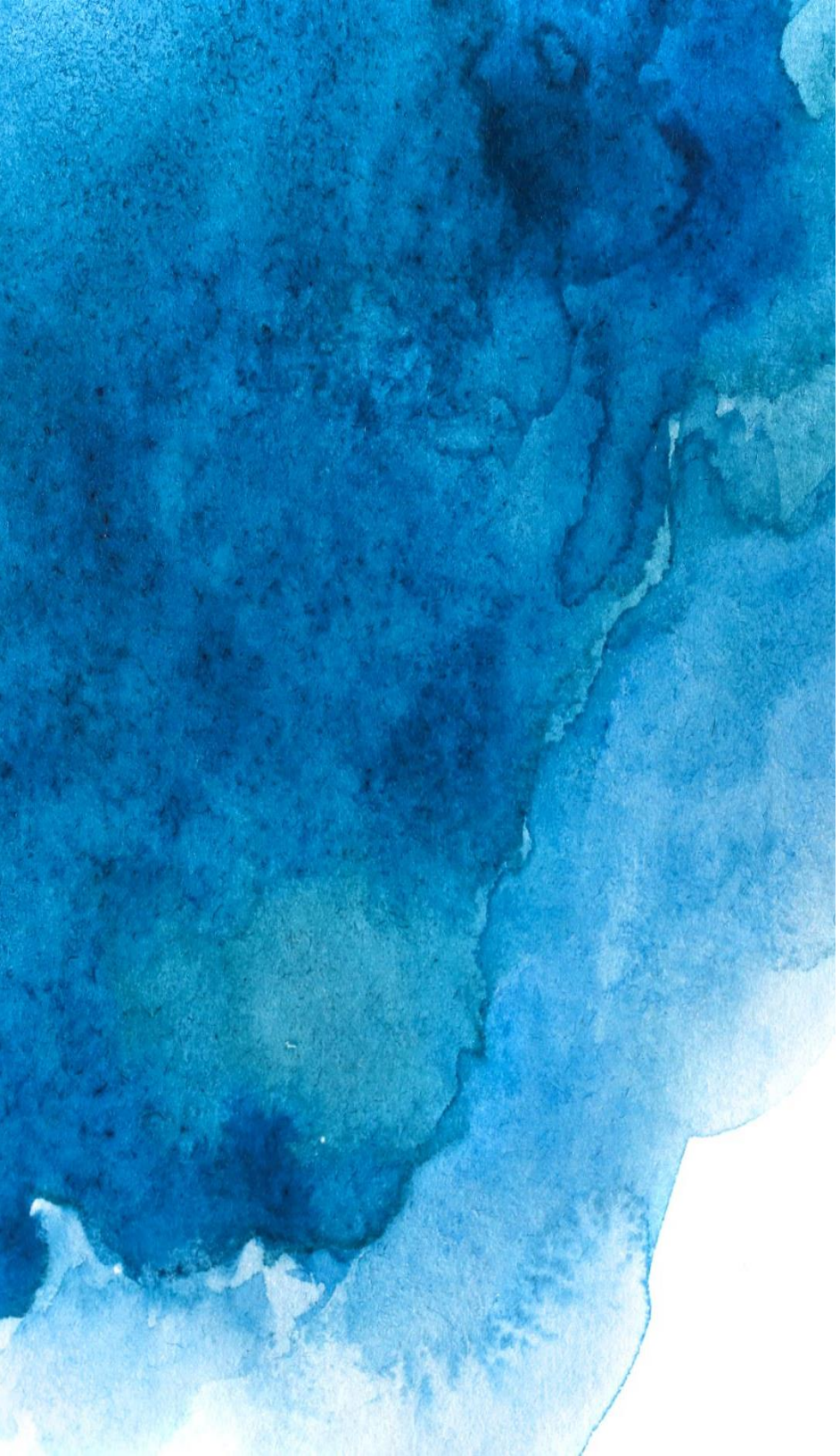
- Determined pool leaking 130,000 gallons per month
- Staff attempted repair for 2021 summer season

June 2021

- Some repairs completed but pool still leaking
- Governing Body directed pool closed for 2021 season
- Engaged contractors to perform assessment

September 2021

- Assessment complete
- Packet to GB to provide option to repair for 2022 season

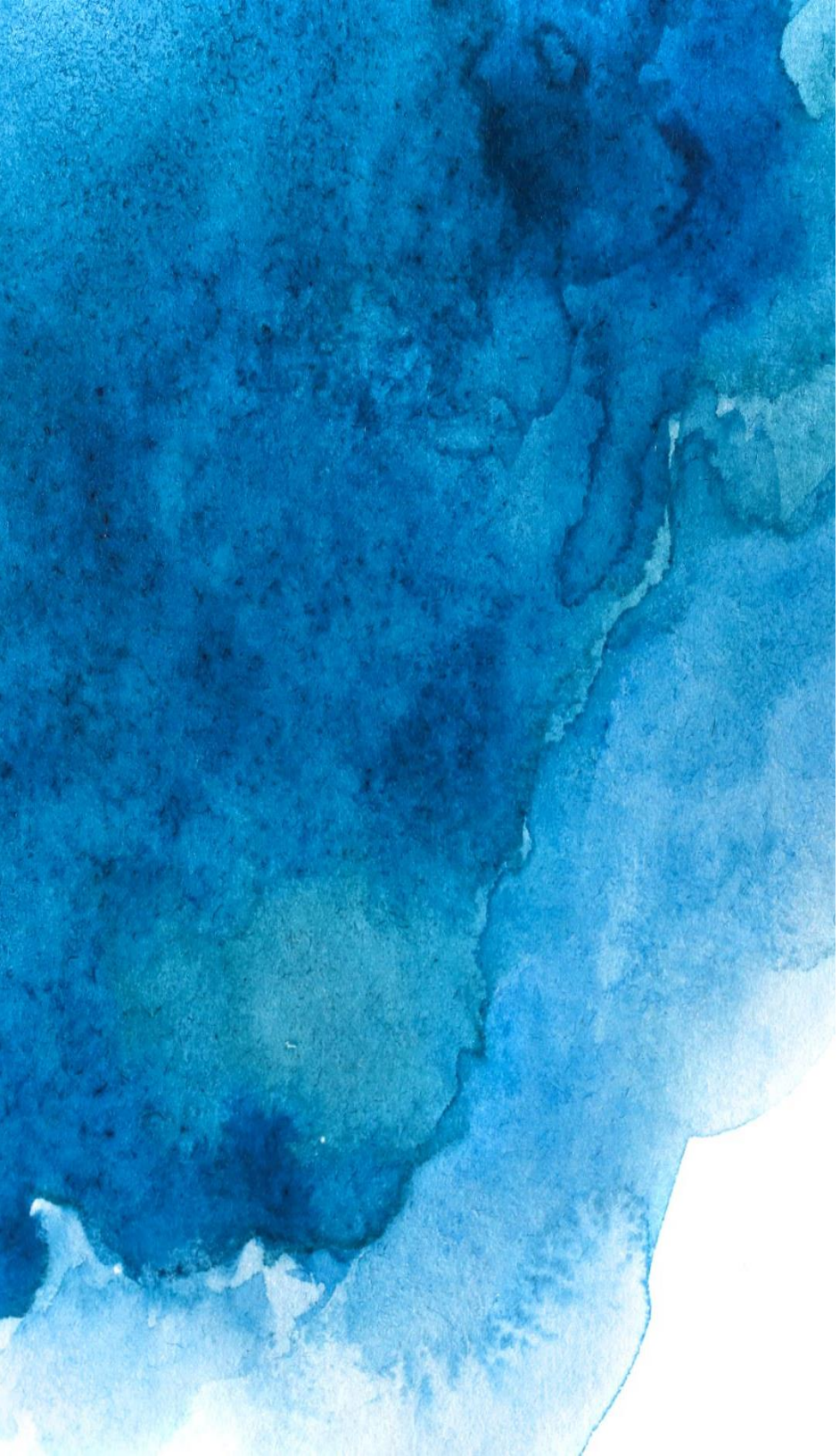


SUMMARY OF INVESTIGATION

Assessment performed by team of contractors and city staff to ensure full assessment and thorough understanding of options.

Team included: Facilities Division, Recreation Division, Water Division, B&D Industries, Lee-Sure Pools, Caito Drainworks, Aquatech, New Mexico Pool and Spas, Blue Water Pools, Westcon Construction, and Davenport Construction.

- Reviewed water bills to verify and quantify leakage
- Visual inspection of pool and plumbing
- Inspected plumbing with cameras
- Pressure testing
- Excavations
- Preliminary development for the scope of options



SUMMARY OF FINDINGS

PLUMBING

- Extensive leaks in the pool's plumbing system.
- Extensive leaks in the pool's jet system.
- Outdated pool plumbing (44 years old)

SHELL AND GUTTERS

- Seepage through the shell indicating structural issues.
- Extensive degradation of the gutters requiring complete replacement.

MECHANICAL AND DECK

- Outdated, poorly functioning mechanical system.
- Pool deck is cracked and settling.

FACILITY REPAIRS

- Minor mechanical upgrades and repairs required.
- Replacement of broken windows and doors.
- Paint and stucco work on buildings exterior.
- New pool equipment needed (slide, lane ropes, covers, etc).

OPTIONS

1. Do Nothing

- $0 & 0 Months Project Time

2. BC Pool Repair (demolition and reconstruction)

- $2,3337,955 & 7 Months Project Time

3. New Aquatic Center

- $7,700,000 – $15,000,000 & 42 Months Project Time

Options 2 and 3 can be combined. In this case we will need to consider City's ability to fund and staff an additional pool facility.

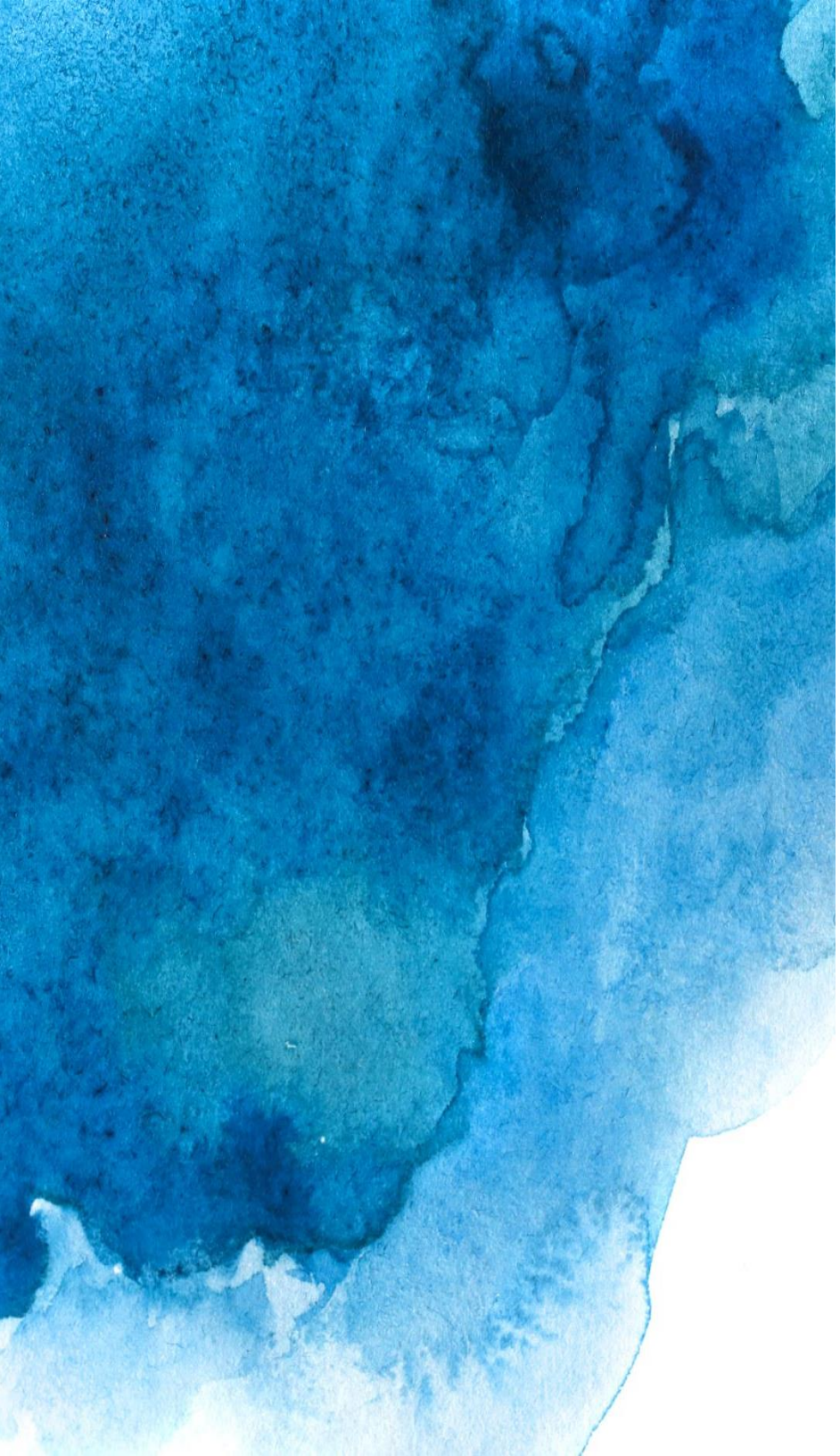
BC POOL REPAIR

TIMELINE – 7 MONTHS

- Demolition (1 month).
- Reconstruction (6 months).
- Facility Rehabilitation (2 months).

COST – $2,337,955

- Demolition – $137,136
- Reconstruction – $1,948,419
- Building Repairs – $252,400



NEW AQUATIC CENTER

TIMELINE – 42 MONTHS

- Community engagement to select location & features (3 months).
- RFP for Design Services (4.5 months).
- Design (12 months).
- RFQ and ITB process (4.5 months).
- Construction (12 - 18 months).

COST – $7,700,000 – $15,000,000

- Community engagement – $20,000
- Design – $700,000 - $1.5M
- Infrastructure (lot, utilities, etc) – $500,000 to $1,000,000
- Pool Building (showers, restrooms, offices, mechanical rooms) – $3,500,000 to $6,000,000
- Pool (shell, deck, infrastructure, etc) – $3,000,000 - $12,000,000

Roswell Aquatic Center



Project Type: Family Aquatic Park
Owner: City of Roswell, New Mexico
Construction Cost: 3.2 Million
Project Dates: March 2018 – May 2019
Contractor: Waide Construction Company

General Scope of Construction Project:

After the State Health Department closed their only public pool (circa 1952) the citizens of Roswell voted to build a $21 Million Recreation Center. The aquatic venue included an outdoor shallow water Activity Pool with two large waterslides and several water features. Also included is an outdoor 8 lane 25 yard Competition Pool with handicap ramp access.

Description of Work:

Wescon Construction Inc. was selected to build the aquatic portion of this public facility. The aquatic scope included all engineering, layout, forming, excavation, contouring, under slab, and mechanical system piping, the mechanical equipment installation and the installation of all water features, waterslide and geysers.. Wescon Construction Inc. engaged specialty contractors for installation of pool rebar, structural shotcrete, and quartz plaster finishes.

WESCON CONSTRUCTION, INC.
QUALIFICATIONS
SPECIALIZED EXPERIENCE

Bisti Bay Aquatic Park



Project Type: Family Aquatic Park
Owner: City of Farmington, New Mexico
Construction Cost: 3.8 Million
Project Dates: August 2018 – June 2019
Contractor: Jaynes Corporation - Farmington

General Scope of Construction Project:

In keeping with the trend in the Western U.S., the City of Famington planned and built a large outdoor 5500 SF Activity Pool with 3 waterslides and a separate 4 lane x 75 Ft. Lap Pool. The Activity Pool has a zero beach entry, a 160 Ft. high speed lazy river current channel and several interactive children's play features and a large multi—het Play Structure.

Description of Work:

Wescon Construction Inc. was selected to build the aquatic portion of this public facility by the General Contractor and the City of Farmington. The aquatic scope included all engineering, layout, forming, excavation, contouring, under slab, and mechanical system piping, the mechanical equipment installation and the installation of all water features, waterslide and geysers, sprays and lazy river ride course. Wescon Construction Inc. engaged specialty contractors for installation of pool rebar, structural shotcrete, and quartz plaster finishes.

WESCON CONSTRUCTION, INC.
QUALIFICATIONS
SPECIALIZED EXPERIENCE

Artesia Aquatic Center



Project Type: Family Aquatic Park
Owner: City of Artesia, New Mexico
Construction Cost: 5 Million
Project Dates: July 2018 – August 2019
Contractor: Jaynes Corporation.

General Scope of Construction Project:

After 5 years without a public pool, the community of Artesia, NM (Population 10,500) joined together to privately fund their first Aquatic Center. The new complex includes a 5,500 SF Outdoor Recreation Pool with a separate child's pool with a play structure; also included is a 8 lane 25 yard Competition Pool and a 3 lane Training Pool.

Description of Work:

Wescon Construction Inc. was selected to build the aquatic portion of this public facility and negotiated a turnkey arrangement with the General Contractor. The aquatic scope included all engineering, layout, forming, excavation, contouring, under slab, and mechanical system piping, the mechanical equipment installation and the installation of all water features, waterslide and geysers, sprays and lazy river ride course. Wescon Construction Inc. engaged specialty contractors for installation of pool rebar, structural shotcrete, and quartz plaster finishes.

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

Item Type - contract

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12445

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:54:02

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $600,000 from FY21 GRT in Excess of Budget to the Railyard WIP Construction Budget for the Santa Fe Train Depot Exterior Rehabilitation Project.

Committee Review:
Finance Committee: 10/04/2021
Public Works and Public Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - contract

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12445

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 17:31:52

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe, New Mexico

memo

Date September 30, 2021

To Governing Body

Via Regina Wheeler
Regina Wheeler (Sep 30, 2021 09:59 MDT)
Regina Wheeler, Public Works Department Director

From Sam Burnett, Facilities Division Director

Item & Action

Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

Background & Summary

The Atchison, Topeka and Santa Fe Railway Passenger Depot, now known as the Santa Fe Train Depot, is a historic building in the Santa Fe Railyard that was constructed in 1909. This building is a Contributing Historic Structure and an important historic and cultural asset to the City of Santa Fe. As a Contributing Historic Structure the City is required to maintain this building and is prohibited from performing 'demolition by neglect', which is allowing a building to fall into serious disrepair.

In 2009 the City recognized the conditions of the Santa Fe Train Depot were beginning to become severely degraded. In response to this they hired the Architect Mac Watson who conducted a Conditions Assessment of the Depot building. This service provided the City with a comprehensive Conditions Assessment Report and Preservation Plan. Unfortunately, the City was unable to allocate funding for the preservation and maintenance of the Train Depot at this time. Since then little to no maintenance has taken place at the Depot and it has fallen even farther into disrepair.

Due to the lack of consistent ongoing maintenance, the Train Depot building's overall exterior condition has deteriorated considerably more than what was documented in 2009. This means that the City is non-compliant in its responsibility to preserve this Contributing Historic Structure. Furthermore, the building has deteriorated to a degree that it now poses a risk to the public's safety. This includes but is not limited to leaks in the roof; rot and deterioration of the exposed roof decking, trusses, and support beams; the deterioration of the buildings parapets;

the deterioration of the pebble-dash stucco; the deterioration of the brick behind the stucco, the deterioration and rot of the exterior wood ceilings; and the deterioration of the building's drainage systems. These issues have become so severe that temporary shoring has been placed on the building to prevent any of the exposed wooden framing from collapsing.

In 2018 the Facilities Division CIP Project Team began working with the New Mexico State Historic Preservation Office (SHPO) and Barbara Felix Architecture and Design (BFA+D) on an assessment of the existing conditions of the Train Depot and a rehabilitation design based upon their findings.

The design work completed by BFA+D is focused on restoring both the interior and exterior of the building, improving its mechanical, electrical, and plumbing systems (MEPs) and returning it to its original historic appearance. This funding will be used to complete the first of two phases of work, which is focused on the exterior rehabilitation and MEP improvements.

This Agreement with Davenport Construction Management (DCM) will allow the Facilities Team to renovate the interior and exterior of the Historic Santa Fe Train Depot. This work with address all of the existing deferred maintenance as well as return the Depot to its original historic character. This agreement is being made using State Price Agreement #00-00000-20-00110 as the procurement vehicle.

This $600,000 BAR will add funding to an appropriation of $1,000,000 completed in June of 2021 to bring the total available budget for this project to $1,600,000. Both of these appropriations are benign funded via FY21 GRT revenues that exceeded the year's projected budget.

This Agreement's cost breakdown is as follows:

Base Bid for Renovation Work:	$1,178,361.36
Performance Bond:	$51,111.42 (no tax added)
Unanticipated Cost Overruns:	$190,000.00
Tax:	$115,455.49
Total:	$1,534,928.27

Action Requested

Please approve this Agreement in the amount of $1,534,928.27.

Please approve this BAR in the amount of $600,000.00.

Attachments

Davenport's Agreement
Exhibit A – BFA+D Plans
Exhibit B – BFA+D Specifications
Exhibit C – Davenports Proposal
State Price Agreement #00-00000-20-00110
Davenport's Business License
Davenport's Certificate of Insurance
Procurement Checklist
Summary of Contracts
Budget Adjustment Request (BAR)

Item:_____

City of Santa Fe Contract
Santa Fe Train Depot Renovation

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Davenport Construction Management, LLC** 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. "You" and "your" refers to **Davenport Construction Management, LLC.** "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 using Statewide Price Agreement #00-00000-20-00110: The rehabilitation of the interior and exterior of the Santa Fe Train Depot per the Plans, Specifications, and Project Manual developed by Barbara Felix Architecture and Design (BFA+D); and, the Bid prepared for this project by Davenport Construction Management, LLC (DCM). See the attached architectural Plans from BFA+D marked "Exhibit A" attached hereto and made a part thereof; the attached Project Manual from BFA+D marked "Exhibit B" attached hereto and made a part thereof; and, the Proposal from DCM marked "Exhibit C" attached hereto and made a part thereof.

In the event of a conflict between or among the Contract Documents, the following order of priority shall be:

(1) This Agreement
(2) The Project Manual and other specifications issued by the Architect
(3) The Plans issued by the Architect
(4) Davenport Construction Management's Proposal
(5) Provisions set forth in other exhibited documents

3. **Compensation**

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

Deliverable item:	Price
01 Santa Fe Train Depot Rehabilitation	$1,178,361.36
02 Bond 4%	$ 51,111.42

Unanticipated Cost Overruns:	Price
Unanticipated Cost Overrun*	$ 190,000.00

*In the event that the renovation of the Santa Fe Depot exceeds the deliverable amount, the city, at its' sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to ($190,000.00).

The total compensation under this Agreement shall not exceed [$1,534,928.27] one-million five-hundred thirty-four thousand nine hundred twenty-eight dollars and twenty-seven cents - including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this

Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

The City reserves the right to require a change in Contractor representative(s) if the

assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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.

To the City:
Sam Burnett
Facility Division Director
2651 Siringo Rd Bldg "E"
Santa Fe, NM, 87504

To the Contractor:

Mitch Davenport
Owner
Davenport Construction Management LLC.
141 Camino de las Crucitas

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER
MAYOR

DATE:_____

CONTRACTOR:

_____
MITCH DAVENPORT
DAVENPORT CONSTRUCTION
OWNER

DATE: 9/29/21

CRS# 03-053313-00-9
Registration # 225440

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 29, 2021 11:28 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org.Name/Org.#

Davenport Construction Management LLC

EXHIBIT C

Proposal for Improvements @
Santa Fe Train Depot

Submitted to The City of Santa Fe
Facilities Division
Attention: Sam Burnett, Division Director
Sept. 22, 2021



410 South Guadalupe
Santa Fe NM

3201 Mercantile Court Suite A, Santa Fe NM 87507– 505-660-7105 – mitch@dcmnm.com

Attention to:
Sam Burnett, Division Director
Facilities Division
City of Santa Fe
2651 Siringo Road, Suite E
Santa Fe NM

We are pleased to submit this proposal for the work proposed at the Santa Fe Train Depot, 410 South Guadalupe, Santa Fe NM. In order to help clarify the scope included and the means and methods contained herein we have prepared this Estimate Summary.

Table of Contents

I. Project Description
II. Basis of Proposal
III. Key Elements of the Work
IV. Team Members, Estimate Participants
V. Estimate Schedule of Values
VI. Limitations, Exclusions, Conditions

Project Description

From the Project Drawings, Bid and Permit Set, Dated 04/16/2021 by Barbra Felix Architecture & Design

"THE SANTA FE TRAIN DEPOT, ORIGINALLY BUILT IN 1909, IS CONSTRUCTED OF BRICK WITH CEMENTITIOUS STUCCO FINISH AND A CLAY TILE ROOF. LOCATED IN THE RAILYARD AREA OF SANTA FE, NEW MEXICO, IT IS A ONE-STORY STRUCTURE WITH A BASEMENT AND ATTIC. THE DEPOT IS A LANDMARK BUILDING IN THE CITY OF SANTA FE AND IS LISTED ON THE STATE REGISTER OF CULTURAL PROPERTIES (HPD #350/STATE REGISTER #827).
WORK INCLUDES REHABILITATION (MAINTENANCE AND REPAIR) OF BOTH THE INTERIOR AND EXTERIOR. THE INTENTION IS TO PRESERVE HISTORIC MATERIALS, PER CITY REQUIREMENTS AND THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION, INCLUDING THAT IF 30% OR MORE OF ANY NON-STRUCTURAL HISTORIC MATERIAL SHALL BE BEYOND REPAIR IT IS TO BE REPLACED. ANY REPLACED MATERIALS AND ALL REPAIR WORK IS TO BE IN KEEPING WITH THE BUILDING'S HISTORIC CHARACTER AND APPEARANCE. STRUCTURAL MATERIAL, IF DAMAGED BEYOND REPAIR, IS TO BE FULLY REPLACED TO MATCH EXISTING SHAPE, MATERIAL, AND FINISH.
WORK COVERED BY THE CONTRACT DOCUMENTS INCLUDES, BUT IS NOT LIMITED TO:

1. *REPAIR AND REPLACEMENT OF EXISTING DAMAGED BRICK.*
2. *REPAIR AND REPLACEMENT OF DAMAGED PEBBLEDASH STUCCO FINISH.*
3. *REMOVAL OF EXISTING INTERIOR PARTITIONS, DOOR ASSEMBLIES, MILLWORK, PLUMBING AND ELECTRICAL FIXTURES, FINISHES, AND OTHER INTERIOR DEMOLITION*
4. *REPAIR AND RESTORATION OF EXISTING WINDOWS.*
5. *INSTALLATION OF NEW DOORS, PLUMBING AND ELECTRICAL FIXTURES, AND APPLICATION OF NEW FINISHES.*
6. *NEW ROOFING AT BOTH PITCHED (CLAY TILE) AND FLAT ROOFS.*
7. *NEW MECHANICAL SYSTEMS AND EQUIPMENT.*
8. *NEW LIGHTING FIXTURES AND UPGRADE OF EXISTING ELECTRICAL SYSTEMS, INCLUDING POWER, DATA, AND WIFI.*
9. *NEW ELECTRICAL DROP (UNDERGROUND)*
10. *OTHER WORK AS INDICATED ON THE DRAWINGS.*

DEMOLITION AND REHABILITATION SHALL BE CONDUCTED TO COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION. EXISTING MATERIALS OR FINISHES NOT INDICATED TO BE REMOVED OR RESTORED SHALL BE PROTECTED DURING CONSTRUCTION AND REPAIRED IF ANY DAMAGE OCCURS."

Basis of Proposal

1. The Bid and Permit Set Drawings and Project Manual, prepared by Barbra Felix Architecture & Design, dated 04/16/2021
2. Eight additional drawings provided by the Architect including four sheets dated 1908, one sheet dated 1975 and three sheets dated 2009.
3. "The Watson Report, A Conditions and Assessment Report and Preservation Plan for 2009.
4. Limited Asbestos Sampling, Havona Environmental, July 9, 2019
5. Asbestos Analysis, EMSL Analytical Inc. March 5, 2021.
6. Meeting with the Owner and Architect on June 14, 2021, attended by Sam Burnett, CoSF, Barbara Felix, BFA&D, Becca Snyder, BFA&D, Mitch Davenport, DCM LLC, Jim Howard, DCM LLC.
7. Site Meeting, July 20, 2021 attended by Barbara Felix, BFA&D, Becca Snyder, BFA&D, Tipton Engineering, Mitch Davenport, DCM LLC, Jim Howard, DCM LLC, Kevin Collins, Lightspeed Electric.
8. Multiple additional meetings with the team.

Key Elements of the Work

1. Window Repair and Restoration – The existing windows have been classified as historic and shall be repaired and restored under the requirements of;
   a) Chapters 2,5,7, 8 and 12 of the IEBC, and b) Intent of the Secretary of Interiors Standards for Rehabilitation
2. Stucco - New stucco areas shall match the existing Pebbledash finish.
3. Clay Tile Roofing – New tile roofing shall match the existing.
4. New Gas Service – service must be obtained by trenching from building to Guadalupe Rd.
5. New Mechanical and Electrical – New equipment, piping, ductwork, conduit, cabling, etc. will have to be run within the existing structure, including within the limited space of the basement and crawl space as well as with unknown chase spaces allowances.
6. Structural integrity of existing building is unknown.

Team Members

City of Santa Fe – Sam Burnett, Division Director
Architect –
Principal, Barbara Felix, BFA&D
Project Manager, Becca Snyder, BFA&D
Mechanical, Electrical and Plumbing Engineer – Tipton Engineering
Structural Engineer – Hands Engineering
General Contractor – Davenport Construction Management LLC
Owner – Mitch Davenport
Senior Project Manager – Jim Howard

Estimate Participants

Window Restoration and Doors – Sunwest Construction Specialties
Stucco – HB and Sons and Santa Fe Stucco and Roofing
Roofing – Santa Fe Stucco and Roofing
Mechanical, Plumbing and Electrical – B&D Industries
Flooring – Coronado Decorating
Concrete and Brickwork – CAI
Painting – Adobe Paint

Davenport Construction Management LLC

V. Schedule of Values	Santa Fe Train Depot Renovation			DATE:	9/22/2021
JOB NAME:	DCMCSF44 SF Train Depot			W.O. #:	N/A
OWNER:	CITY OF SANTA FE			P.O. #:	N/A
ADDRESS:	410 South Guadalupe, Santa Fe NM				
			PROPOSAL TOTAL:		$ 1,328,897.02
SCOPE:	Renovations per the Construction Documents. See Attached Proposal Documents				

LABOR	DCM Code	Task/Item	Hours or Units	Qty	Rate	Total
General Conditions	1016	Close Out	hours	8	$ 64.00	$ 512.00
General Conditions	1020	Chemical Toilets	hours	2.6	$ 64.00	$ 166.40
General Conditions	1030	Debris Removal	hours	80	$ 64.00	$ 5,120.00
		Clean out Window well and basement				
		Decking, lumber, Doors and frames, concrete bench, downspouts, partitions, ACT ceiling, millwork, flooring, Plumbing fixtures, bath accessories, infill walls, window and frame, stucco, slabs, walls and doors at new JC, bath doors, Concrete sidewalk, blown insulation,				
General Conditions	1035	Demolition	hours	160	$ 64.00	$ 10,240.00
		Decking, lumber, Doors and frames, concrete bench, downspouts, partitions, ACT ceiling, millwork, flooring, Plumbing fixtures, bath accessories, infill walls, window and frame, stucco, slabs, walls and doors at new JC, bath doors, Concrete sidewalk, blown insulation,				
General Conditions	1050	Dumpster	hours	2	$ 64.00	$ 128.00
General Conditions	1110	Material Runs	hours	40	$ 64.00	$ 2,560.00
General Conditions	1120	On-Going Clean-Up	hours	156	$ 64.00	$ 9,984.00
General Conditions	1130	Permit Prep & Application Fees	hours	20	$ 68.00	$ 1,360.00
General Conditions	1140	Plans & Copies	hours	8	$ 64.00	$ 512.00
General Conditions	1150	Project Management	hours	416	$ 68.00	$ 28,288.00
General Conditions	1151	Pre-Con Site Review	hours	4	$ 64.00	$ 256.00
General Conditions	1160	Punch List/Closeout	hours	24	$ 64.00	$ 1,536.00
General Conditions	1180	Safety Equipment/Program	hours	20.8	$ 64.00	$ 1,331.20
General Conditions	1181	COVID-19 Protocols	hours	26	$ 64.00	$ 1,664.00
General Conditions	1190	Security	hours	15.6	$ 64.00	$ 998.40
General Conditions	1193	Signage-Site	hours	10.4	$ 64.00	$ 665.60
General Conditions	1200	Supervision	hours	832	$ 68.00	$ 56,576.00
General Conditions	1245	Temporary Fencing	hours	31.2	$ 64.00	$ 1,996.80
General Conditions	1250	Testing	hours	10	$ 64.00	$ 640.00
General Conditions	1280	Building Protection	hours	24	$ 64.00	$ 1,536.00
General Conditions	1285	Winter Work Surcharge	hours	16	$ 64.00	$ 1,024.00
		Windows and Doors		1	$ 10,679.00	$ 10,679.00
		Tenting and Temp Heat		1	$ 22,000.00	$ 22,000.00
		Stucco		1	$ 5,220.00	$ 5,220.00
		Roof		1	$ 3,500.00	$ 3,500.00
General Conditions	1505	Mobilization and demobilization	hours	14	$ 64.00	$ 896.00

Davenport Construction Management LLC

V. Schedule of Values	Santa Fe Train Depot Renovation					DATE:	9/22/2021
Site Work	2080	Pedestrian and Traffic Control	hours	52	$ 64.00	$	3,328.00
Site Work	2095	DOT Easement					
		Right of entry Agreement	hours	6	$ 68.00	$	408.00
		Safety Certification Classes	hours	8	$ 68.00	$	544.00
		Flagging Admin	hours	16	$ 68.00	$	1,088.00
Site Work	2140	Site Electrical	hours	32	$ 64.00	$	2,048.00
Site Work	2160	Site Gas	hours	32	$ 64.00	$	2,048.00
Site Work	2240	Survey & Layout	hours	4	$ 64.00	$	256.00
Concrete & Foundations	3020	Excavation					
		Trenching for gas and electrical on site	hours	16	$ 64.00	$	1,024.00
		Basement crawl space	hours	20	$ 64.00	$	1,280.00
Concrete & Foundations	3030	Foundation & Slabs					
		Landings at Portals	hours	4	$ 64.00	$	256.00
		Colored Sidewalk removed for gas and electrical	hours	4	$ 64.00	$	256.00
Concrete & Foundations	3040	Misc. Concrete	hours	10	$ 64.00	$	640.00
		Patches at South Portal					
Concrete & Foundations	3065	Core Drilling and Sawing	hours	16	$ 64.00	$	1,024.00
Masonry	4020	Unit Masonry - Building	hours	32	$ 64.00	$	2,048.00
Masonry	4070	Brick/Stone Fiinishes	hours	8	$ 64.00	$	512.00
		Sampling, acquisition					
Metals	5010	Misc. Metals					
		Re-install corner guards plus one new	hours	20	$ 64.00	$	1,280.00
		New door headers, crawl space supports, inset angles	hours	60	$ 64.00	$	3,840.00
		Prep railings, corner guards, new corner guards	hours	16	$ 64.00	$	1,024.00
Metals	5050	Stairs & Railings	hours	20	$ 64.00	$	1,280.00
		New railings, gate and grating for exterior stairwell to basement					
Wood & Plastics	6050	Millwork	hours	80	$ 64.00	$	5,120.00
		Ceiling moulding					
		Wainscot, trim and base					
		Door Trim Casing					
Wood & Plastics	6080	Rough Carpentry Labor	hours	480	$ 64.00	$	30,720.00
		Beam and rafter work - S-002, S-111, S-501, frame partition infills					
		Decking repairs					
		Mechanical partitions					
		Roof top repairs					
Doors & Windows	8010	Door Hardware	hours	44	$ 64.00	$	2,816.00
Doors & Windows	8100	Wood Doors Labor	hours	66	$ 64.00	$	4,224.00
Finishes	9080	Interior Lath, Plaster & Stucco	hours	16	$ 64.00	$	1,024.00
		Interior wall prep					
Finishes	9081	Exterior Lath, Plaster & Stucco	hours	16	$ 64.00	$	1,024.00
		Sampliing					
Finishes	9100	Special Finishes	hours	8	$ 64.00	$	512.00
		Sampling					
	Labor Subtotal		**Total hours**	**3011**		**$**	**239,013.40**
	VENDORS	**DOT Safety Certifications**	Vendor				

Davenport Construction Management LLC

V. Schedule of Values	Santa Fe Train Depot Renovation				DATE:	9/22/2021
		Classes		2	$ 300.00	$ 600.00
		Flagger		4	$ 1,200.00	$ 4,800.00
		Right of entry Agreement		1	$ 500.00	$ 500.00
		GC mark up			18%	$ 1,062.00
		Temporary Fencing	Vendor			
		9 months - perimeter of depot		1	$ 3,800.00	$ 3,800.00
		DOT Easement Classes		2	$ 300.00	$ 600.00
		GC mark up			18%	$ 792.00
		Lumber - Beams, rafters etc	Vendor	415	$ 25.00	$ 10,375.00
		GC mark up			18%	$ 1,867.50
		Misc frame materials	Vendor	1	$ 2,500.00	$ 2,500.00
		GC mark up			18%	$ 450.00
		Millwork	Vendor			
		Wood brackets	misc	1	$ 3,200.00	$ 3,200.00
		Wood plugs installed	misc	1	$ 600.00	$ 600.00
		Wood leglocks	misc	1	$ 2,600.00	$ 2,600.00
		GC mark up			18%	$ 1,152.00
		Bath Accessories	Vendor	1	$ 2,930.00	$ 2,930.00
		GC mark up			18%	$ 527.40
	Vendors Subtotal					**$ 38,355.90**
	SUBCONTRACTORS	**Concrete Testing**	Sub	1	$ 1,200.00	$ 1,200.00
		GC mark up			10%	$ 120.00
		Mechanical and Plumbing	B&D	1	$ 246,090.00	$ 246,090.00
		GC mark up			10%	$ 24,609.00
		Fire Sprinklers	Sub	1	$ 17,650.00	$ 17,650.00
		GC mark up			10%	$ 1,765.00
	Conduit only	**Security System**	Sub	1	$ 3,200.00	$ 3,200.00
		GC mark up			10%	$ 320.00
		Electrical	Lightspeed	1	$ 102,772.00	$ 102,772.00
		GC mark up			10%	$ 10,277.20
		Stucco	HB and Sons	1	$ 52,320.00	$ 52,320.00
		GC mark up			10%	$ 5,232.00
		Bathroom Wall and Floor Tile	Coronado	1	$ 10,830.56	$ 10,830.56
		GC mark up			10%	$ 1,083.06
		TPO Roofing	Santa Fe S&R	1	$ 18,601.40	$ 18,601.40
		GC mark up			10%	$ 1,860.14
	Roofing price included gutters, downspouts and roof drains	**Clay Tile Roofing**	Santa Fe S&R	1	$ 61,970.00	$ 61,970.00
		GC mark up			10%	$ 6,197.00
		Zinc Flashings	Sub	1	$ 4,800.00	$ 4,800.00
		GC mark up			10%	$ 480.00
		Spray applied cellulose insulation	Sub	1800	$ 2.27	$ 4,086.00
		GC mark up			10%	$ 408.60
		Sound batt Insulation	Sub	300	$ 2.15	$ 645.00
		GC mark up			10%	$ 64.50
	Landings, sidewalk and patching	**Concrete**	Sub	1	$ 4,864.00	$ 4,864.00
		GC mark up			10%	$ 486.40

Davenport Construction Management LLC

V. Schedule of Values	Santa Fe Train Depot Renovation				DATE:	9/22/2021
	Repairs beneath new stucco	**Brick Masonry**	Sub	1	$ 5,120.00	$ 5,120.00
		GC mark up			10%	$ 512.00
		Window Restoration	Sunwest	1	$ 86,742.00	$ 86,742.00
		GC mark up			10%	$ 8,674.20
	Includes hardware	**Door Restoration and Replacemen**	Sunwest	1	$ 129,000.00	$ 129,000.00
		GC mark up			10%	$ 12,900.00
		Final Cean up	Sub	2000	$ 0.65	$ 1,300.00
		GC mark up			10%	$ 130.00
		Paint - Interior	Sub	1	$ 20,500.00	$ 20,500.00
		GC mark up			10%	$ 2,050.00
		Paint - Exterior	Sub	1	$ 19,400.00	$ 19,400.00
		GC mark up			10%	$ 1,940.00
	Subcontractor Subtotal					**$ 870,200.06**
	TOOLS & EQPT	**Item**	**Unit**	**Qty**	**Rate**	
		Air Compressor - Elec	weeks	6	$ 144.00	$ 864.00
		Backhoe	days	5	$ 450.00	$ 2,250.00
		Chain Saw-Concrete	days	2	$ 175.00	$ 350.00
		Chemical Toilets	months	4	$ 150.00	$ 600.00
		Chop Saw	days	2	$ 30.00	$ 60.00
		Concrete Cut Saw	days	2	$ 175.00	$ 350.00
		Roll off-30 yard	days	1	$ 4,250.00	$ 4,250.00
		Rotary Hammer 1"	days	5	$ 55.00	$ 275.00
		Scaffold - Baker	days	60	$ 55.00	$ 3,300.00
		Scaffold - Large	days	60	$ 85.00	$ 5,100.00
		Scissor Lift 19'	days	5	$ 159.00	$ 795.00
		Scissor Lift 26	days	4	$ 229.00	$ 916.00
		Table Saw	days	16	$ 52.00	$ 832.00
		Trailer (5' x 8')	days	30	$ 75.00	$ 2,250.00
		Truck	days	30	$ 125.00	$ 3,750.00
	Tools & Eqpt Subtotal					**$ 25,942.00**
	MATERIALS	**Item**	**Unit**	**Qty**	**Cost per**	
		Anchors/bolts/screws	misc	1	$ 300.00	$ 300.00
		Clean up materials	misc	1	$ 150.00	$ 150.00
		CMU materials	misc	1	$ 150.00	$ 150.00
		Concrete-Delivered	cu yd	2	$ 150.00	$ 300.00
		Demolition materials	misc	1	$ 500.00	$ 500.00
		Disposible tools	misc	1	$ 350.00	$ 350.00
		Steel angles and headers	misc	1	$ 1,800.00	$ 1,800.00
		Steel for Alternate # 6	Misc	1	$ 800.00	$ 800.00
		Signage - safety and directional	misc	1	$ 500.00	$ 500.00
	Materials Subtotal					**$ 4,850.00**
		L&M Subtotal				**$ 1,178,361.36**
		Subtotal				**$ 1,178,361.36**
		GRTax	8.4375%			**$ 99,424.24**
	GRAND SUBTOTAL					**$ 1,277,785.60**
		Bond		0	4%	**$ 51,111.42**
	GRAND TOTAL	w/ alternates 4,5 and 7				**$ 1,328,897.02**

Limitations, Exclusions and Conditions

The following are some unknown conditions.

Demolition

1) Removal of damaged beam, rafter and decking material – It is our understanding that the process for identifying the damage material was done years ago and therefore, the damaged areas may have increased. We have allowed for some additional deterioration but, this represents a potential unknown scope and cost.
2) Crawl space opening – The potential for a change of scope in order to safely prep and construct this new opening is high.
3) Removed door frames. Condition of the substrate to the frames is unknown.
4) Removal of stucco – Condition of the substrate and therefore the extent of stucco to be removed is unknown.
5) Removal and quantity of existing brick to be removed is unknown.

Electrical

1) During a site visit, we noticed a discrepancy between the condition of the completed electrical work on site and the actual condition. The Architect explained that there was a scope of work to be completed by the City of Santa Fe that was yet to be done. The architect provided Sheets SE101, E001 and E101, by Tipton Engineering, that outlined that work. Via these drawings, a narrative provided by DCM and an email from the architect we attempted to explain this to the electrical bidders. The pricing, by two of our bidding electrical contractors, make it clear that we did not accomplish that. One of them included a significant portion of that work and one left it all out. Time did not allow for us to resubmit new information to them and have them re-bid. Due to our feeling that the contractor whom included the work was not wholly at fault we have included both of them in our team and prior to construction will give them an opportunity to re-quote the work with better information.

Finishes

1) The Project Manual mentions FRP (fiber reinforced panel) which we did not find on the drawings and have not included here.

Alternates

1) Attic Fire Sprinkler System – No engineering has been done, that we are aware of, to verify that this system will meet Fire and Mechanical requirements.

Seasonal Conditions

1) We have included costs required to do this job in the winter months. At least three of the activities cannot be performed in weather that is less than 40 degrees and rising. Stucco, Roofing and exterior wood (beams, decking, rafters and window and door frame restoration). We have included the costs directly associated by those trades in doing the work in freezing weather and the costs to tent the areas in question.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number: **00-00000-20-00110**

Payment Terms: **See page 6**

F.O.B.: **Destination**

Delivery: **See page 6**

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

Invoice:
As Requested

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term: **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's 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

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The 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.

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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: https://bewellnm.com.

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 page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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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 or 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.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, 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 acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred

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thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

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

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order 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, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine.. 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.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. companies present by name and their number of workers, work location, total man hours that day for each company;
   4. equipment - type, source, units of work done, location of work, hour meter reading;
   5. material brought to site - description, units, quantity, quality, location, time;
   6. visitors to site - name, company, time;
   7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
   8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

   a. Work associated with Punch List(s);
   b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
   c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
   d. as-Built drawings delivered in AutoCAD or electronic format;
   e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
   f. delivery of all warranties required by the Work;
   g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
   h. completed Operations Liability insurance policy certificate, if applicable;
   i. training of staff on all applicable building systems;
   j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
   k. utility transfer to User/Using Agency;
   l. Operations and Maintenance Manuals;
   m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

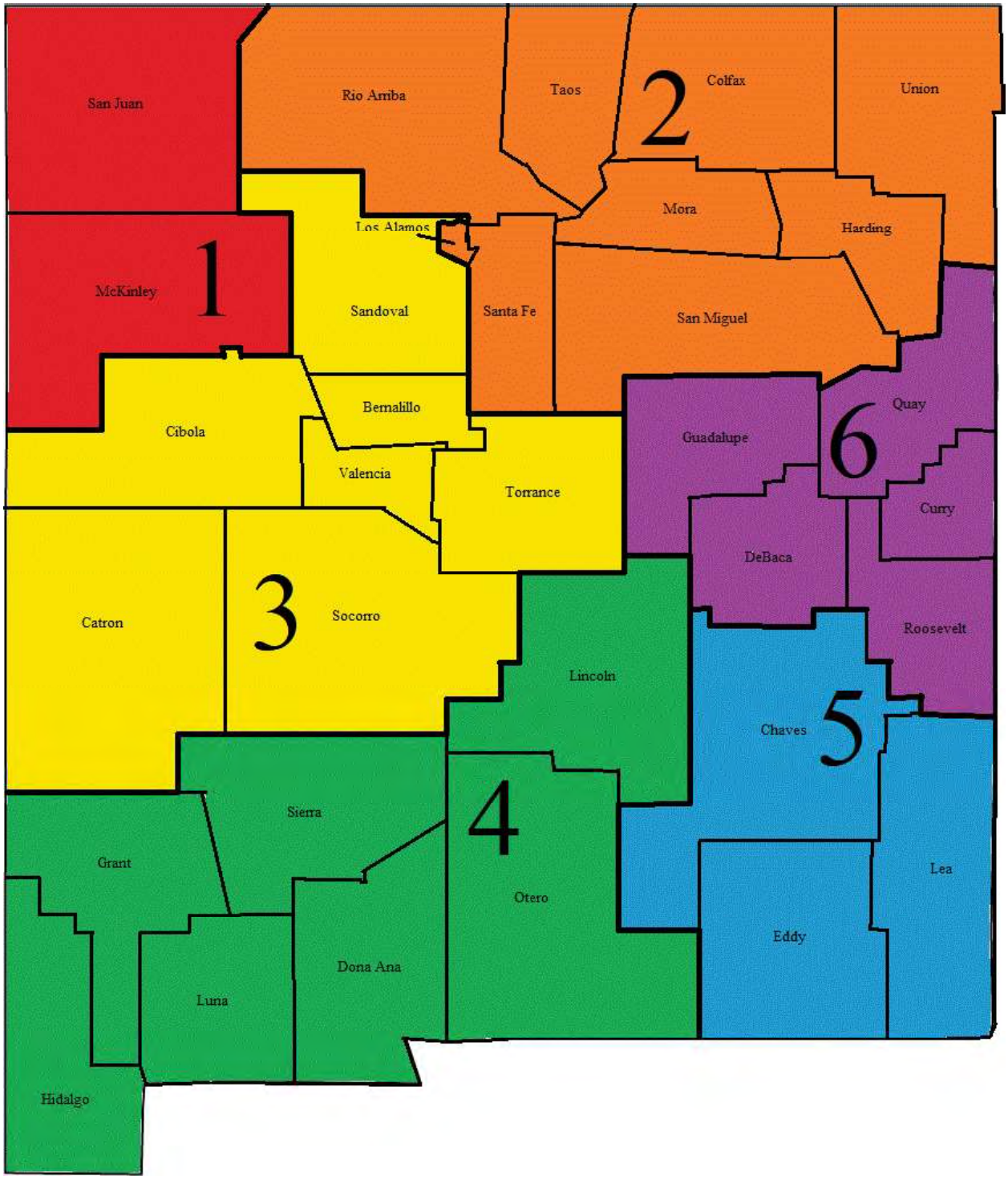
The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Items:

Item	Approx. Qty.	Unit	Article Description			
		Projects UNDER Sixty Thousand ($60,000.00)				
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
005	1	Hr.	Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

006 | 1 | Hr. | Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 | 1 | Hr. | Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects					
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
011	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
011	1	Hr.	Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
012	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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State of New Mexico
General Services Department
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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

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Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AA)	$175.00
(AB)	$125.00
(AD)	$125.00
(AE)	$125.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$151.00
(AJ)	$151.00
(AK)	$131.00
(AL)	$171.00
(AM)	$50.00

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State of New Mexico
General Services Department
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Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AN)	$150.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	USE DEFINED
(AS)	$130.00
(AT)	$125.00
(AV)	$90.00
(AW)	$121.00
(AX)	$150.00
(AY)	$155.00
(AZ)	$150.00
(BA)	$125.00
(BB)	$159.00
(BC)	$105.00
(BD)	$164.00
(BE)	$105.00
(BF)	$155.00
(BG) Sheet Metal	$150.00
(BG) Plumbing & Pipe Fitting	$150.00
(BG) Electrical	$150.00
(BH)	$120.00
(BI)	$100.00
(BJ)	$192.00
(BK)	$55.00
(BL)	$168.00
(BM)	$145.00
(BN)	$100.00
(BO)	$225.00
(BP)	$130.00
(BQ)	$150.00

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	$ 0.575
(AK)					$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	$0.57

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95; *service truck $1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	$0.65

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	$0.545
(BI)	3272 Ojos de Jo	Roadruner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	$1.25

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	$0.575
(BL)					$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$0.57

***** 16 Items Total *****

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1
Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide
Source Envelope:
Document Pages: 47
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

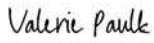
Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 73.26.219.12

Record Tracking

Status: Original
6/26/2020 9:59:43 AM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 AM

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	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 AM

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

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

BUSINESS REGISTRATION

Business Name: DAVENPORT CONST MGMNT LLC
DBA: DAVENPORT CONST MGMNT LLC

Business Location: 3600 CERRILLOS RD 719D
SANTA FE, NM 87505

CRS Number: 03-053313-00-9

Owner: MITCH DAVENPORT

License Number: 225440

License Type: Business License - Renewable

Issued Date: January 08, 2021

Classification: Contractor - General

Expiration Date: January 08, 2022

Fees Paid: $35.00

DAVENPORT CONST MGMNT LLC
141 CAMINO DE LAS CRUCITAS
SANTA FE, NM 87501

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

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2021

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

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

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
INSURED (505) 660-7105 Davenport Construction Management, LLC 141 Camino de las Crucitas Santa Fe NM 87501	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Specialty Underwrit / 13037 **INSURER B :** Cincinnati Insurance Companies / 10677 **INSURER C :** Builders Trust **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32118 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSU0027329	04/18/2021	04/18/2022	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	excluded
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ENP/EBA0074852	04/18/2021	04/18/2022	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSU0159577	04/18/2021	04/18/2022	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			5928	01/01/2021	01/01/2022	[X] PER STATUTE [ ] 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
A	Cyber/Network Liab			CSU0131403	04/18/2021	04/18/2022	Cyber Liability	$	100,000
A	Contractors Equipment			ENP/EBA0074852	04/18/2021	04/18/2022	Limit	$	31,000

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

CERTIFICATE HOLDER

City of Santa Fe
Attn: Sam Burnett
200 Lincoln Avenue

Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Davenport Construction Management
Procurement Title: Santa Fe Train Depot Rehabilitation
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: Sam Burnett

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: _____

Sam Burnett	Facilities Division Director	9/29/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Oct 1, 2021 08:30 MDT)	Chief Procurement Officer	Oct 1, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202829**

Contractor: **Davenport Construction Management**

Description: **Santa Fe Train Depot Renovation via State Price Agreement #00-00000-20-00110**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **06/30/2024**

[☑] Approved by Council Date: **TBD**

Contract / Lease: $1,534,928.27 including NMGRT

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
This Agreement is for the renovation of the Santa Fe Train Deopt.

3. **Procurement History:** **New Contract**

Fran Delaney (Oct 1, 2021 08:30 MDT) Oct 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **FACTRAINDE** **Org / Object:** **5150403/572970**

Andy Hopkins (Oct 1, 2021 07:58 MDT) Oct 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Sam Burnett** Phone # **505-795-2491**

Email: **jsburnett@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / CIP	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Railyard CIP - WIP Construction	5150403	572970	FACTRAINDE	600,000	
GRT Fund/Railyard - Capital Transfer to Railyard CIP	2160002	760515		600,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Railyard CIP - Capital Transfer from GRT Fund	5150403	660216		(600,000)	
				$ 600,000	$ -

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

Use of GRT Fund [216] revenues earned in the prior year (FY21) over and above budgeted estimates

in order to fund the Railyard Train Depot interior construction project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
216	(600,000)
TOTAL:	**(600,000)**

Andy Hopkins — 9/29/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Sep 29, 2021 20:52 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis Lotero
Alexis Lotero (Sep 30, 2021 13:15 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

OWNER

CITY OF SANTA FE
PUBLIC WORKS
2651 SIRINGO ROAD
SANTA FE, NM 87505
505-955-6621

MECHANICAL, ELECTRICAL, PLUMBING

TIPTON ENGINEERING
427 LUISA PLACE
SANTA FE, NM 87505
505-310-3978

STRUCTURAL

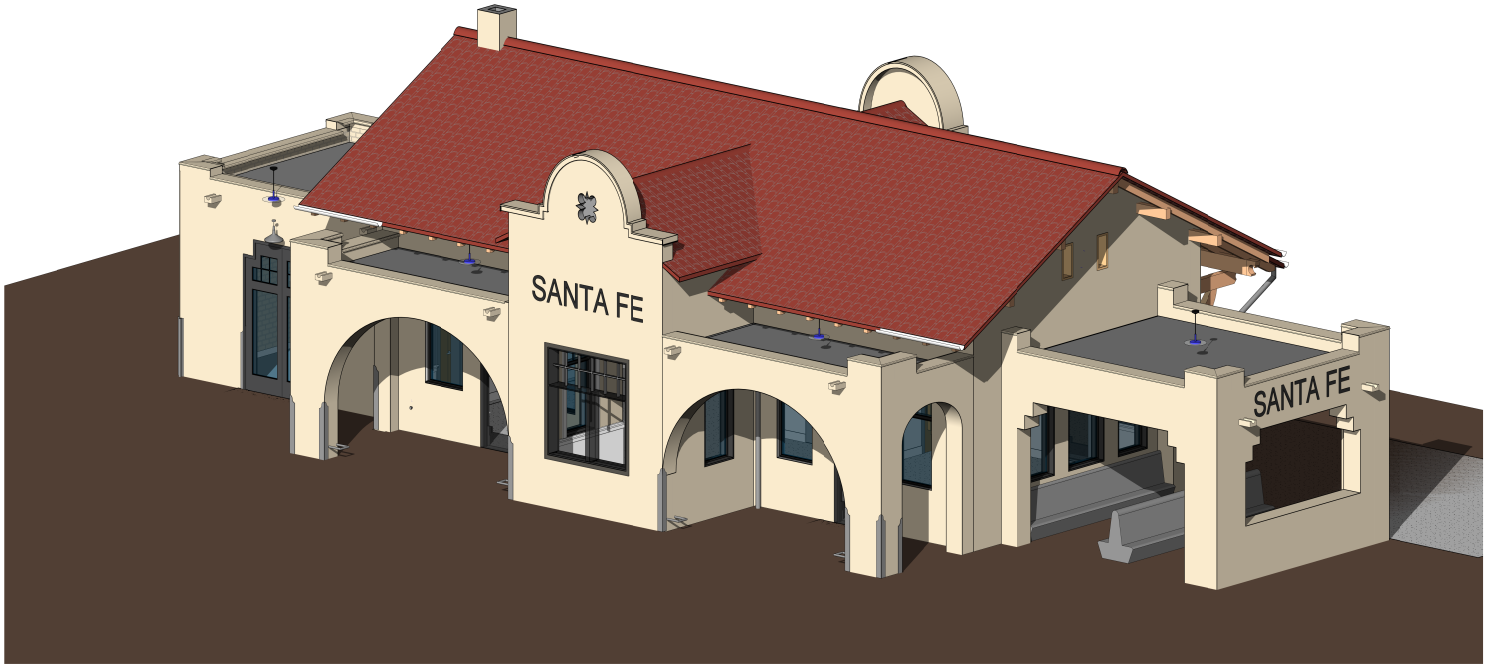
HANDS ENGINEERING, LLC
2845 AGUA FRIA
SANTA FE, NM 87507
505-473-7373

SANTA FE TRAIN DEPOT

410 S. GUADALUPE ST.
SANTA FE, NM 87501

BID AND PERMIT SET
04/16/2021

ASI 01R - 09/30/21



APPROVAL SIGNATURE BLOCK:

Regina Wheeler — Sep 30, 2021

Public Works Department Director **Date:**
Regina Wheeler

The City of Santa Fe Public Works Director certifies that it is the intention of the city to have this project constructed according to goals, specifications, and codes.

T. Samuel Burnett — Sep 30, 2021

Facilities Division Director **Date:**
Sam Burnett

The City of Santa Fe Division Director certifies that it is the intention of the city to have this project constructed according to goals, specifications, and codes. codes.

Thomas M. Graham — Sep 30, 2021

ADA Coordinator **Date:**
Thomas Graham

These plans have been reviewed for general compliance with ADA standards.

By signing these plans, the city assumes no liability for the code and specification compliance, completeness, or constructability of these plans.

DRAWING INDEX

GENERAL	
G-000	TITLE SHEET
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SITE	
AS-100	ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)
V-100	SURVEY
STRUCTURAL	
S-001	STRUCTURAL NOTES AND LEGENDS
S-002	STRUCTURAL DEMOLITION
S-111	STRUCTURAL FRAMING PLAN
S-501	STRUCTURAL DETAILS
ARCHITECTURAL	
AD-100	BASEMENT FLOOR PLAN - DEMOLITION
AD-101	FIRST FLOOR PLAN - DEMOLITION
AD-110	REFLECTED CEILING PLAN- DEMOLITION
AD-120	ROOF PLAN - DEMOLITION
A-100	BASEMENT FLOOR PLAN
A-101	FIRST FLOOR PLAN
A-110	REFLECTED CEILING PLAN
A-120	ROOF PLAN
A-201	EXTERIOR ELEVATIONS - NORTH AND SOUTH
A-202	EXTERIOR ELEVATIONS - EAST AND WEST
A-203	EXTERIOR ELEVATIONS - PORTALS
A-211	INTERIOR ELEVATIONS
A-212	INTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS
A-501	ROOF DETAILS
A-502	MISC. DETAILS
A-600	DOOR AND WINDOW SCHEDULES
A-610	FINISH SCHEDULE
MECHANICAL	
MD101	MECHANICAL DEMOLITION PLAN
M001	MECHANICAL GENERAL NOTES AND LEGEND
M101	MECHANICAL FLOOR PLAN
M501	MECHANICAL DETAILS AND SCHEDULES
M601	MECHANICAL SCHEDULE AND DIAGRAMS
ELECTRICAL	
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E001	ELECTRICAL GENERAL NOTES AND LEGEND
E101	ELECTRICAL FLOOR PLAN
E201	ELECTRICAL POWER AND SPECIAL SYSTEMS PLAN
E501	ELECTRICAL DETAILS AND SCHEDULES
PLUMBING	
PD101	PLUMBING DEMOLITION PLAN
P001	PLUMBING GENERAL NOTES AND LEGEND
P101	PLUMBING WASTE AND VENT FLOOR PLAN
P201	PLUMBING DOMESTIC WATER AND NATURAL GAS FLOOR PLAN
P501	PLUMBING DETAILS, DIAGRAMS AND SCHEDULE

BFA+D
Barbara Felix
Architecture + Design

511 AGUA FRIA
SANTA FE, NM 87501
505-820-1555

PROJECT SUMMARY:

THE SANTA FE TRAIN DEPOT, ORIGINALLY BUILT IN 1909, IS CONSTRUCTED OF BRICK WITH CEMENTITIOUS STUCCO FINISH AND A CLAY TILE ROOF. LOCATED IN THE RAILYARD AREA OF SANTA FE, NEW MEXICO, IT IS A ONE-STORY STRUCTURE WITH A BASEMENT AND ATTIC. THE DEPOT IS A LANDMARK BUILDING IN THE CITY OF SANTA FE AND IS LISTED ON THE STATE REGISTER OF CULTURAL PROPERTIES (HPD #350/STATE REGISTER #827).

WORK INCLUDES REHABILITATION (MAINTENANCE AND REPAIR) OF BOTH THE INTERIOR AND EXTERIOR. THE INTENTION IS TO PRESERVE HISTORIC MATERIALS, PER CITY REQUIREMENTS AND THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION, INCLUDING THAT IF 30% OR MORE OF ANY NON-STRUCTURAL HISTORIC MATERIAL SHALL BE BEYOND REPAIR IT IS TO BE REPLACED. ANY REPLACED MATERIALS AND ALL REPAIR WORK IS TO BE IN KEEPING WITH THE BUILDING'S HISTORIC CHARACTER AND APPEARANCE. STRUCTURAL MATERIAL, IF DAMAGED BEYOND REPAIR, IS TO BE FULLY REPLACED TO MATCH EXISTING SHAPE, MATERIAL, AND FINISH.

WORK COVERED BY THE CONTRACT DOCUMENTS INCLUDES, BUT IS NOT LIMITED TO:

1. REPAIR AND REPLACEMENT OF EXISTING DAMAGED BRICK.
2. REPAIR AND REPLACEMENT OF DAMAGED PEBBLEDASH STUCCO FINISH.
3. REMOVAL OF EXISTING INTERIOR PARTITIONS, DOOR ASSEMBLIES, MILLWORK, PLUMBING AND ELECTRICAL FIXTURES, FINISHES, AND OTHER INTERIOR DEMOLITION.
4. REPAIR AND RESTORATION OF EXISTING WINDOWS.
5. INSTALLATION OF NEW DOORS, PLUMBING AND ELECTRICAL FIXTURES, AND APPLICATION OF NEW FINISHES.
6. NEW ROOFING AT BOTH PITCHED (CLAY TILE) AND FLAT ROOFS.
7. NEW MECHANICAL SYSTEMS AND EQUIPMENT.
8. NEW LIGHTING FIXTURES AND UPGRADE OF EXISTING ELECTRICAL SYSTEMS, INCLUDING POWER, DATA, AND WIFI.
9. NEW ELECTRICAL DROP (UNDERGROUND)
10. OTHER WORK AS INDICATED ON THE DRAWINGS.

DEMOLITION AND REHABILITATION SHALL BE CONDUCTED TO COMPLY WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION. EXISTING MATERIALS OR FINISHES NOT INDICATED TO BE REMOVED OR RESTORED SHALL BE PROTECTED DURING CONSTRUCTION AND REPAIRED IF ANY DAMAGE OCCURS.

ALTERNATES

REFER TO SPECIFICATION SECTION -1 23 00 - ALTERNATES FOR ADDITIONAL INFORMATION.

ADDITIVE ALTERNATES:

1. DOOR MAINTENANCE & REPAIR
2. WINDOW MAINTENANCE & REPAIR
3. INTERIOR MAINTENANCE & REPAIR
4. ATTIC SPRINKLERS
5. SECURITY

PROJECT DATA:

APPLICABLE CODES. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF APPLICABLE LOCAL, STATE, AND NATIONAL CODES AND ORDINANCES.

- SANTA FE CITY CODE CHAPTER XIV - LAND DEVELOPMENT
- 2015 NM COMMERCIAL BUILDING CODE (2015 IBC AS AMENDED)
- 2015 INTERNATIONAL EXISTING BUILDING CODE (2015 IEBC)
- 2015 NM EXISTING BUILDING CODE (2015 IEBC AS AMENDED)
- 2015 INTERNATIONAL BUILDING CODE (2015 IBC)
- 2009 NM ENERGY CONSERVATION CODE (2009 IECC AS AMENDED)
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE (2009 IECC)
- 2009 INTERNATIONAL FIRE CODE and 2011 CITY OF SANTA FE IFC AMENDMENTS
- 2012 NM PLUMBING CODE (2012 UPC AS AMENDED) and 2011 CITY OF SANTA FE UPC AMENDMENTS
- 2012 NM MECHANICAL CODE (2012 UMC AS AMENDED)
- 2017 NM ELECTRICAL CODE (2014 NEC AS AMENDED)
- 2012 NM ELECTRICAL SAFETY CODE (2012 NEC AS AMENDED)
- NATIONAL PARK SERVICE, SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

GENERAL
ZONING DISTRICT BCDRED

CONSTRUCTION TYPE (2015 IBC, CHAPTER 6)
TYPE III-B [EXISTING BUILDING]
FIRE-RESISTANCE RATING (TABLE 601)

- PRIMARY STRUCTURAL FRAME = 0
- BEARING WALL (EXTERIOR) = 2
- BEARING WALL (INTERIOR) = 0
- NON-BEARING WALLS = 0
- FLOOR CONSTRUCTION/ASSOCIATED MEMBERS = 0
- ROOF CONSTRUCTION/ASSOCIATED MEMBERS = 0

OCCUPANCY GROUP (2015 IBC, CHAPTER 3)
A-3; WAITING AREA IN TRANSPORTATION TERMINAL
S-1; BASEMENT MECHANICAL

ALLOWABLE AREA (2015 IBC, CHAPTER 5)
ALLOWABLE HEIGHT = 55'-0" ACTUAL HEIGHT = 22'-0" +/-
ALLOWABLE STORIES = 2 ACTUAL STORIES = 1
ALLOWABLE AREA = 9,500 SF ACTUAL AREA = SEE BELOW

BUILDING AREA (2015 IBC, CHAPTER 3)

AREA	GROSS	NET
BASEMENT	455 SF	180 SF
MAIN LEVEL	1,778 SF	1,401 SF
TOTAL	**2,233 SF**	**1,581 SF**

COVERED ROOF AREAS: **3,031 SF**

OCCUPANT LOAD (2015 IBC, CHAPTER 10, SECTION 1004)
ASSEMBLY (UNCONCENTRATED: TABLES & CHAIRS) = 15 NET @ 1,401 SF = 94
STORAGE/BASEMENT (1 PER 300 GROSS) = @ 455 = 2
TOTAL EGRESS LOAD = **96**

MEANS OF EGRESS (2015 IBC, CHAPTER 10, SECTION 1005.3.2)
EGRESS CAPACITY = OCCUPANT LOAD X .2 INCHES (MIN. 32" CLEAR) = 32" MIN.
PROVIDED:
VISITOR CENTER (MAIN LEVEL) = 2 SINGLE DOORS @ 36" = 72"
SHOP/VISITOR (MAIN LEVEL) = 1 DOUBLE DOORS @ 72" = 72"
BASEMENT = 1 SINGLE DOOR @ 30" = 30" (EXISTING OPENING)

NUMBER OF EXITS & EXIT ACCESS DOORWAYS (2015 IBC, CHAPTER 10, SECTION 1006)
MAIN LEVEL
REQUIRED (OCCUPANCY >50 AND <500) = 2
PROVIDED = 3
MAXIMUM EGRESS DISTANCE = 75'-0"

BASEMENT LEVEL
REQUIRED (OCCUPANCY >30) = 1
PROVIDED = 1
MAXIMUM EGRESS DISTANCE = 75'-0"

FIRE PROTECTION (2015 IBC, CHAPTER 9, SECTION 903)
EXISTING BUILDING NOT SPRINKLERED
GROUP A-3 NOT REQUIRED (FIRE AREA <12,000 SF, HAS AN OCCUPANT LOAD <300, AND IS NOT ON A FLOOR AREA SERVING OTHER OCCUPANCIES)

FIRE ALARM & DETECTION (2015 IBC, CHAPTER 9, SECTION 907)
GROUP A-3 NOT REQUIRED (OCCUPANT LOAD <300)

GENERAL NOTES:

PLUMBING COUNT SUMMARY
OCCUPANT LOAD = 94 (47 MALE & 47 FEMALE); USE A-3 (TRANSPORTATION TERMINAL)

FIXTURE	CODE	REQUIRED	PROVIDED
WATER CLOSET (MALE)	1 PER 500	1	1
WATER CLOSET (FEMALE)	1 PER 500	1	1
LAVATORIES (MALE)	1 PER 750	1	1
WATER CLOSET (FEMALE)	1 PER 750	1	1
DRINKING FOUNTAINS	1 PER 1000	1	1
SERVICE SINK	1 REQUIRED	1	1

NOTICE TO CONTRACTORS

1. FOUR WORKING DAYS PRIOR TO ANY DEMOLITION OR EXCAVATION, CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL SYSTEM (1-800-321-2537) AND DETERMINE LOCATION OF EXISTING UTILITIES. CONTRACTOR SHALL COORDINATE ALL UTILITY WORK INCLUDING CUTOFF OF EXISTING UTILITIES FOR NEW CONNECTIONS (FIRE PROTECTION, DOMESTIC WATER, SEWER, STORM DRAIN, GAS PIPING, ETC.) WITH ARCHITECT, ENGINEER, OWNER, AND ALL LOCAL UTILITY REPRESENTATIVES.
2. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEER, OR THE SURVEYOR, SO THAT THE CONFLICT CAN BE RESOLVED WITHOUT DELAY.

TRAFFIC CONTROL

1. CONTRACTOR SHALL WORK WITH THE CITY OF SANTA FE TO OBTAIN STREET CLOSURE PERMITS, IF REQUIRED.

GENERAL

1. ALL CONCEPTS, DESIGNS AND PLANS DIRECTLY OR INDIRECTLY ENCOMPASSED BY THIS DOCUMENT ARE HEREBY COPYRIGHTED, AND ARE FOR USE ON AND IN CONNECTION WITH THE PROJECT SPECIFIED IN THIS DOCUMENT. NONE OF SUCH CONCEPTS, DESIGNS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION WITHOUT THE PRIOR WRITTEN PERMISSION OF BARBARA FELIX ARCHITECTURE + DESIGN, LLC.
2. DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY. IN CASE OF CONFLICT, LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.
3. CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS, INCLUDING THE CONTRACTOR'S SUBCONTRACTORS AND MANUFACTURERS SHOP DRAWINGS. SHOULD ANY INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL INCONSISTENCIES ARE REPORTED TO THE ARCHITECT AND ARE CLARIFIED.
4. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN DRAWINGS AND SITE CONDITIONS TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER EXECUTION OF ALL WORK.
5. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
6. ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TO THE FACE OF STUDS OR FACE OF MASONRY.
7. PROVIDE ADEQUATE SUPPORT FOR STUDS WHERE INTERIOR WIRING, PLUMBING, ETC. MAKES SPACING LESS THAN 16" O.C.
8. PROVIDE ALL GROUNDS AND FURRING REQUIRED FOR WOODWORK AND FINISH ITEMS OF EVERY DESCRIPTION, INCLUDING ELECTRICAL CABINETS AND SIMILAR WORK WHICH IS BUILT INTO OR SECURED TO WALLS, SLABS, OR CEILINGS.
9. ALL CONTINUOUS CLIPS AND BLOCKING MUST BE FASTENED THROUGH THE STUDS. ALL FASTENERS USED TO ANCHOR COMPONENTS AND OTHER CABINETRY ITEMS SHALL BE CONCEALED.
10. CONSTRUCTION SITE AND ADJACENT AREA TO BE KEPT ORDERLY AND CLEAN AT ALL TIMES. DISPOSE OF ALL WASTE MATERIAL PROMPTLY AND KEEP MATERIAL FROM BLOWING OFF THE SITE.
11. ALL ABBREVIATIONS AND SYMBOLS USED ON DRAWINGS ARE CONSIDERED TO BE CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING SAME, OR THEIR EXACT MEANING, THE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION.

STANDARDS FOR TREATMENT OF HISTORIC PROPERTIES:

ALL WORK SHALL COMPLY WITH THE INTENT OF THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION, INCLUDING GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS WITH REFERENCE TO NPS TECHNICAL BULLETINS AND THE FOLLOWING PRESERVATION BRIEFS AS RELATED TO THE SCOPE OF WORK:

- 03 - IMPROVING ENERGY EFFICIENCY IN HISTORIC BUILDINGS
- 09 - THE REPAIR OF HISTORIC WOODEN WINDOWS
- 16 - THE USE OF SUBSTITUTE MATERIALS ON HISTORIC BUILDING EXTERIORS
- 18 - REHABILITATING INTERIORS IN HISTORIC BUILDINGS, IDENTIFYING AND PRESERVING CHARACTER-DEFINING ELEMENTS
- 22 - THE PRESERVATION AND REPAIR OF HISTORIC STUCCO
- 24 - HEATING, VENTILATING, AND COOLING HISTORIC BUILDINGS: PROBLEMS AND RECOMMENDED APPROACHES
- 30 - THE PRESERVATION AND REPAIR OF HISTORIC CLAY TILE ROOFS
- 32 - MAKING HISTORIC PROPERTIES ACCESSIBLE
- 47 - MAINTAINING THE EXTERIORS OF SMALL AND MEDIUM SIZE HISTORIC BUILDINGS

HISTORIC BUILDING DEFINITION: (IEBC CHAPTER 2)

ANY BUILDING OR STRUCTURE THAT IS ONE OR MORE OF THE FOLLOWING:

1. LISTED, OR CERTIFIED AS ELIGIBLE FOR LISTING, BY THE STATE HISTORIC PRESERVATION OFFICER OR THE KEEPER OF THE NATIONAL REGISTER OF HISTORIC PLACES, IN THE NATIONAL REGISTER OF HISTORIC PLACES.
2. DESIGNATED AS HISTORIC UNDER AN APPLICABLE STATE OR LOCAL LAW.
3. CERTIFIED AS A CONTRIBUTING RESOURCE WITHIN A NATIONAL REGISTER, STATE DESIGNATED OR LOCALLY DESIGNATED HISTORIC DISTRICT.

CLASSIFICATION OF WORK: (IEBC CHAPTER 5)

REPAIRS (SECTION 502)
INCLUDE PATCHING OR RESTORATION OR REPLACEMENT OF DAMAGED MATERIALS, ELEMENTS, EQUIPMENT OR FIXTURES FOR THE PURPOSE OF MAINTAINING SUCH COMPONENTS IN GOOD OR SOUND CONDITION WITH RESPECT TO EXISTING LOADS OR PERFORMANCE REQUIREMENTS. REPAIRS SHALL COMPLY WITH PROVISIONS OF CHAPTER 6.

502.3 RELATED WORK - WORK ON NON-DAMAGED COMPONENTS THAT IS NECESSARY FOR THE REQUIRED REPAIR OF DAMAGED COMPONENTS SHALL BE CONSIDERED PART OF THE REPAIR AND SHALL NOT BE SUBJECT TO THE PROVISIONS OF CHAPTER 7, 8, 9, 10 OR 11.

**601.1 SCOPE - REPAIRS TO HISTORIC BUILDINGS NEED ONLY COMPLY WITH CHAPTER 12.*

1. REPAIR/RESTORATION OF EXISTING INTERIOR AND EXTERIOR WOOD WORK.
2. REPAIR/RESTORATION OF EXISTING WINDOWS.
3. REPAIR/RESTORATION OF DAMAGED STRUCTURE.
4. REPAIR/RESTORATION OF EXTERIOR FINISHES.

CLASSIFICATION OF WORK - CONTINUED

ALTERATION - LEVEL 1 (SECTION 503)
INCLUDE THE REMOVAL AND REPLACEMENT OR THE COVERING OF EXISTING MATERIALS, ELEMENTS, EQUIPMENT, OR FIXTURES USING NEW MATERIALS, ELEMENTS, EQUIPMENT, OR FIXTURES THAT SERVE THE SAME PURPOSE. LEVEL 1 ALTERATIONS SHALL COMPLY WITH THE PROVISIONS OF IEBC CHAPTER 7.

**701.1 SCOPE - LEVEL 1 ALTERATIONS TO HISTORIC BUILDINGS SHALL COMPLY WITH THIS CHAPTER, EXCEPT AS MODIFIED IN CHAPTER 12.*

1. REMOVAL OF EXISTING FLOOR TILE AND REPAIR/RESTORATION OF EXISTING CONCRETE SUBFLOOR.
2. REPLACEMENT OF EXISTING INTERIOR AND EXTERIOR DOORS.
3. REPLACEMENT OF EXISTING PLUMBING FIXTURES.
4. REPLACEMENT OF CLAY TILE ROOF.
5. REPLACEMENT OF MEMBRANE ROOF AT PORTALS.
6. NEW WALL TILE FINISH IN BATHROOMS.
7. REPAIR AND REPLACEMENT OF EXISTING STUCCO AND PAINTED WALL FINISHES.

ALTERATION - LEVEL 2 (SECTION 504)
INCLUDE THE RECONFIGURATION OF SPACE, THE ADDITION OR ELIMINATION OF ANY DOOR OR WINDOW, THE RECONFIGURATION OF EXTENSION OF ANY SYSTEM, OR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT. LEVEL 2 ALTERATIONS SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 7 FOR LEVEL 1 ALTERATIONS AS WELL AS THE PROVISIONS OF CHAPTER 8.

1. REMOVAL AND UPGRADE OF LIGHTING AND ELECTRICAL FIXTURES.
2. REMOVAL OF CONDENSER UNIT FROM ROOF AND UPGRADE OF CONDENSER UNIT IN BASEMENT, INCLUDING ADDED MECHANICAL CHASE IN BATHROOM.
3. REMOVAL OF INTERIOR NON-LOAD BEARING PARTITION WALLS.
4. REMOVAL OF EXTERIOR INFILL WALL AND INSTALLATION OF NEW EXTERIOR DOOR AT HISTORIC LOCATION.
5. REPLACEMENT OF FORCED AIR HEATING AND COOLING SYSTEM.
6. REPLACEMENT OF WATER HEATER.
7. REPLACEMENT OF STAIR TO BASEMENT WITH SECURITY GRATE AND RAILING.

HISTORIC BUILDINGS (SECTION 508)
HISTORIC BUILDING PROVISIONS SHALL APPLY TO BUILDINGS CLASSIFIED AS HISTORIC AS DEFINED IN CHAPTER 2. EXCEPT AS SPECIFICALLY PROVIDED FOR IN CHAPTER 12, HISTORIC BUILDINGS SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE CODE FOR THE TYPE OF WORK BEING PERFORMED.

HISTORIC BUILDINGS: (IEBC CHAPTER 12)

REPAIRS (SECTION 1202)
1201.1 GENERAL - REPAIRS TO ANY PORTION OF AN HISTORIC BUILDING OR STRUCTURE SHALL BE PERMITTED WITH ORIGINAL OR LIKE MATERIALS AND ORIGINAL METHODS OF CONSTRUCTION, SUBJECT TO THE PROVISIONS OF THIS CHAPTER. HAZARDOUS MATERIALS, SUCH AS ASBESTOS OR LEAD-BASED PAINT, SHALL NOT BE USED WHERE THE CODE FOR NEW CONSTRUCTION WOULD NOT PERMIT THEIR USE IN BUILDINGS OF SIMILAR OCCUPANCY, PURPOSE AND LOCATION.
1201.2 UNSAFE CONDITIONS - CONDITIONS DETERMINED BY THE CODE OFFICIAL TO BE UNSAFE SHALL BE REMEDIED. NO WORK SHALL BE REQUIRED BEYOND WHAT IS REQUIRED TO REMEDY THE UNSAFE CONDITIONS.
1202.4 REPLACEMENT - REPLACEMENT OF EXISTING OR MISSING FEATURES USING ORIGINAL MATERIALS SHALL BE PERMITTED. PARTIAL REPLACEMENT FOR REPAIRS THAT MATCH THE ORIGINAL IN CONFIGURATION, HEIGHT, AND SIZE SHALL BE PERMITTED.

ALTERATIONS - LEVEL 1: (IEBC CHAPTER 7)

BUILDING ELEMENTS AND MATERIALS (SECTION 702)
702.1 INTERIOR FINISHES - ALL NEWLY INSTALLED INTERIOR WALL AND CEILING FINISHES SHALL COMPLY WITH CHAPTER 8 OF THE IBC.
702.2 INTERIOR FLOOR FINISH - NEW INTERIOR FLOOR FINISH, INCLUDING NEW CARPETING USED AS AN INTERIOR FLOOR FINISH MATERIAL, SHALL COMPLY WITH SECTION 804 OF THE IBC.
702.3 INTERIOR TRIM - ALL NEWLY INSTALLED INTERIOR TRIM MATERIAL SHALL COMPLY WITH SECTION 806 OF THE IBC.
702.6 MATERIALS AND METHODS - ALL NEW WORK SHALL COMPLY WITH THE MATERIALS AND METHODS REQUIREMENTS IN THE IBC, IECC, IMC, AND IPC, AS APPLICABLE, THAT SPECIFY MATERIAL STANDARDS, DETAIL OF INSTALLATION AND CONNECTION, JOINTS, PENETRATIONS, AND CONTINUITY OF ANY ELEMENT, COMPONENT, OR SYSTEM IN THE BUILDING.

**1203.5 INTERIOR FINISHES - THE EXISTING FINISHES OF WALLS AND CEILINGS SHALL BE ACCEPTED WHEN IT IS DEMONSTRATED THAT THEY ARE THE HISTORIC FINISHES.*

FIRE PROTECTION (SECTION 703)
703.1 GENERAL - ALTERATIONS SHALL BE DONE IN A MANNER THAT MAINTAINS THE LEVEL OF FIRE PROTECTION PROVIDED.

MEANS OF EGRESS (SECTION 704)
704.1 GENERAL - ALTERATIONS SHALL BE DONE IN A MANNER THAT MAINTAINS THE LEVEL OF PROTECTION PROVIDED FOR THE MEANS OF EGRESS.

**1203.3 MEANS OF EGRESS - EXISTING DOOR OPENINGS AND CORRIDOR AND STAIRWAY WIDTHS LESS THAN THOSE SPECIFIED ELSEWHERE IN THIS CODE MAY BE APPROVED, PROVIDED THAT, IN THE OPINION OF THE CODE OFFICIAL, THERE IS SUFFICIENT WIDTH AND HEIGHT FOR A PERSON TO PASS THROUGH THE OPENING OR TRAVERSE THE MEANS OF EGRESS, WHEN APPROVED BY THE CODE OFFICIAL, THE FRONT OR MAIN EXIT DOORS NEED NOT SWING IN THE DIRECTION OF THE PATH OF EXIT TRAVEL, PROVIDED THAT OTHER APPROVED MEANS OF EGRESS HAVING SUFFICIENT CAPACITY TO SERVE THE TOTAL OCCUPANT LOAD ARE PROVIDED.*

ACCESSIBILITY (SECTION 705)
705.1 GENERAL - A FACILITY THAT IS ALTERED SHALL COMPLY WITH THE APPLICABLE PROVISIONS IN SECTIONS 705.1.1 THROUGH 705.1.14, AND CHAPTER 11 OF THE IBC UNLESS IT IS TECHNICALLY INFEASIBLE. WHERE COMPLIANCE WITH THIS SECTION IS TECHNICALLY INFEASIBLE, THE ALTERATION SHALL PROVIDE ACCESS TO THE MAXIMUM EXTENT THAT IS TECHNICALLY FEASIBLE. A FACILITY THAT IS CONSTRUCTED OR ALTERED TO BE ACCESSIBLE SHALL BE MAINTAINED ACCESSIBLE DURING OCCUPANCY.

EXCEPTION: ACCESSIBLE MEANS OF EGRESS REQUIRED BY CHAPTER 10 OF THE IBC ARE NOT REQUIRED TO BE PROVIDED IN EXISTING FACILITIES.

705.1.1 ENTRANCES - WHERE AN ALTERATION INCLUDES ALTERATIONS TO AN ENTRANCE, AND THE FACILITY HAS AN ACCESSIBLE ENTRANCE ON AN ACCESSIBLE ROUTE, THE ALTERED ENTRANCE IS NOT REQUIRED TO BE ACCESSIBLE UNLESS REQUIRED BY SECTION 705.2. SIGNS COMPLYING WITH SECTION 1111 OF THE IBC SHALL BE PROVIDED.
705.1.9 TOILET ROOMS - WHERE IT IS TECHNICALLY INFEASIBLE TO ALTER EXISTING TOILET AND BATHING ROOMS TO BE ACCESSIBLE, AN ACCESSIBLE FAMILY OR ASSISTED-USE TOILET OR BATHING ROOM CONSTRUCTED IN ACCORDANCE WITH SECTION 1109.2.1 OF THE IBC IS PERMITTED.
705.1.12 THRESHOLDS - THE MAXIMUM HEIGHT OF THRESHOLDS AT DOORWAYS SHALL BE 3/4". SUCH THRESHOLDS SHALL HAVE BEVELED EDGES ON EACH SIDE.
705.1.13 EXTENT OF APPLICATION - AN ALTERATION OF AN EXISTING ELEMENT, SPACE, OR AREA OF A FACILITY SHALL NOT IMPOSE A REQUIREMENT FOR GREATER ACCESSIBILITY THAN THAT WHICH WOULD BE REQUIRED FOR NEW CONSTRUCTION. ALTERATIONS SHALL NOT REDUCE OR HAVE THE EFFECT OF REDUCING ACCESSIBILITY OF A FACILITY OR PORTION OF A FACILITY.

ALTERATIONS - LEVEL 1 CONTINUED: (IEBC CHAPTER 7)

**1204.1 ACCESSIBILITY REQUIREMENTS - THE PROVISIONS OF SECTIONS 705, 806 AND 906, AS APPLICABLE, SHALL APPLY TO FACILITIES DESIGNATED AS HISTORIC STRUCTURES THAT UNDERGO ALTERATIONS, UNLESS TECHNICALLY INFEASIBLE. WHERE COMPLIANCE WITH THE REQUIREMENTS FOR ACCESSIBLE ROUTES, ENTRANCES OR TOILET ROOMS WOULD THREATEN OR DESTROY THE HISTORIC SIGNIFICANCE OF THE BUILDING OR FACILITY, AS DETERMINED BY THE CODE OFFICIAL, THE ALTERNATIVE REQUIREMENTS OF SECTIONS 1204.1.1 THROUGH 1204.1.4 FOR THAT ELEMENT SHALL BE PERMITTED.*

**1204.1.1 SITE ARRIVAL POINTS - AT LEAST ONE ACCESSIBLE ROUTE FROM A SITE ARRIVAL POINT TO AN ACCESSIBLE ENTRANCE SHALL BE PROVIDED.*

**1204.1.3 ENTRANCES - AT LEAST ONE MAIN ENTRANCE SHALL BE ACCESSIBLE. EXCEPTIONS: 1) IF A MAIN ENTRANCE CANNOT BE MADE ACCESSIBLE, AN ACCESSIBLE NONPUBLIC ENTRANCE THAT IS UNLOCKED WHILE THE BUILDING IS OCCUPIED SHALL BE PROVIDED; OR 2) IF A MAIN ENTRANCE CANNOT BE MADE ACCESSIBLE, A LOCKED ACCESSIBLE ENTRANCE WITH A NOTIFICATION SYSTEM OR REMOTE MONITORING SHALL BE PROVIDED.*

**1204.1.4 TOILET AND BATHING FACILITIES - WHERE TOILET ROOMS ARE PROVIDED, AT LEAST ONE ACCESSIBLE FAMILY OR ASSISTED-USE TOILET ROOM COMPLYING WITH SECTION 1109.2.1 OF THE IBC SHALL BE PROVIDED.*

REROOFING (SECTION 706)
706.1 GENERAL - MATERIALS AND METHODS OF APPLICATION USED FOR RECOVERING OR REPLACING AN EXISTING ROOF COVERING SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 15 OF THE IBC. *EXCEPTION: REROOFING SHALL NOT BE REQUIRED TO MEET THE MINIMUM DESIGN SLOPE REQUIREMENT OF ONE-QUARTER UNIT VERTICAL IN 12 UNITS HORIZONTAL (2% SLOPE) IN SECTION 1507 OF THE IBC FOR ROOFS THAT PROVIDE POSITIVE ROOF DRAINAGE.*
706.2 STRUCTURAL AND CONSTRUCTION LOADS - STRUCTURAL ROOF COMPONENTS SHALL BE CAPABLE OF SUPPORTING THE ROOF-COVERING SYSTEM AND THE MATERIAL AND EQUIPMENT LOADS THAT WILL BE ENCOUNTERED DURING INSTALLATION OF THE SYSTEM.
706.3 RECOVERING VERSUS REPLACEMENT - NEW ROOF COVERINGS SHALL NOT BE INSTALLED WITHOUT FIRST REMOVING ALL EXISTING LAYERS OF ROOF COVERINGS DOWN TO THE ROOF DECK WHERE THE EXISTING ROOF COVERING IS WOOD SHAKE, SLATE, CLAY, CEMENT OR ASBESTOS-CEMENT TILE.
706.5 REINSTALLATION OF MATERIALS - EXISTING SLATE, CLAY OR CEMENT TILE SHALL BE PERMITTED FOR REINSTALLATION; EXCEPT THAT DAMAGED, CRACKED OR BROKEN SLATE OR TILE SHALL NOT BE REINSTALLED. EXISTING VENT FLASHING, METAL EDGINGS, DRAIN OUTLETS, COLLARS AND METAL COUNTERFLASHINGS SHALL NOT BE REINSTALLED WHERE RUSTED, DAMAGED OR DETERIORATED. AGGREGATE SURFACING MATERIALS SHALL NOT BE REINSTALLED.
706.6 FLASHINGS - FLASHINGS SHALL BE RECONSTRUCTED IN ACCORDANCE WITH APPROVED MANUFACTURER'S INSTALLATION INSTRUCTIONS. METAL FLASHING TO WHICH BITUMINOUS MATERIALS ARE TO BE ADHERED SHALL BE PRIMED PRIOR TO INSTALLATION.

ALTERATIONS - LEVEL 2: (IEBC CHAPTER 8)

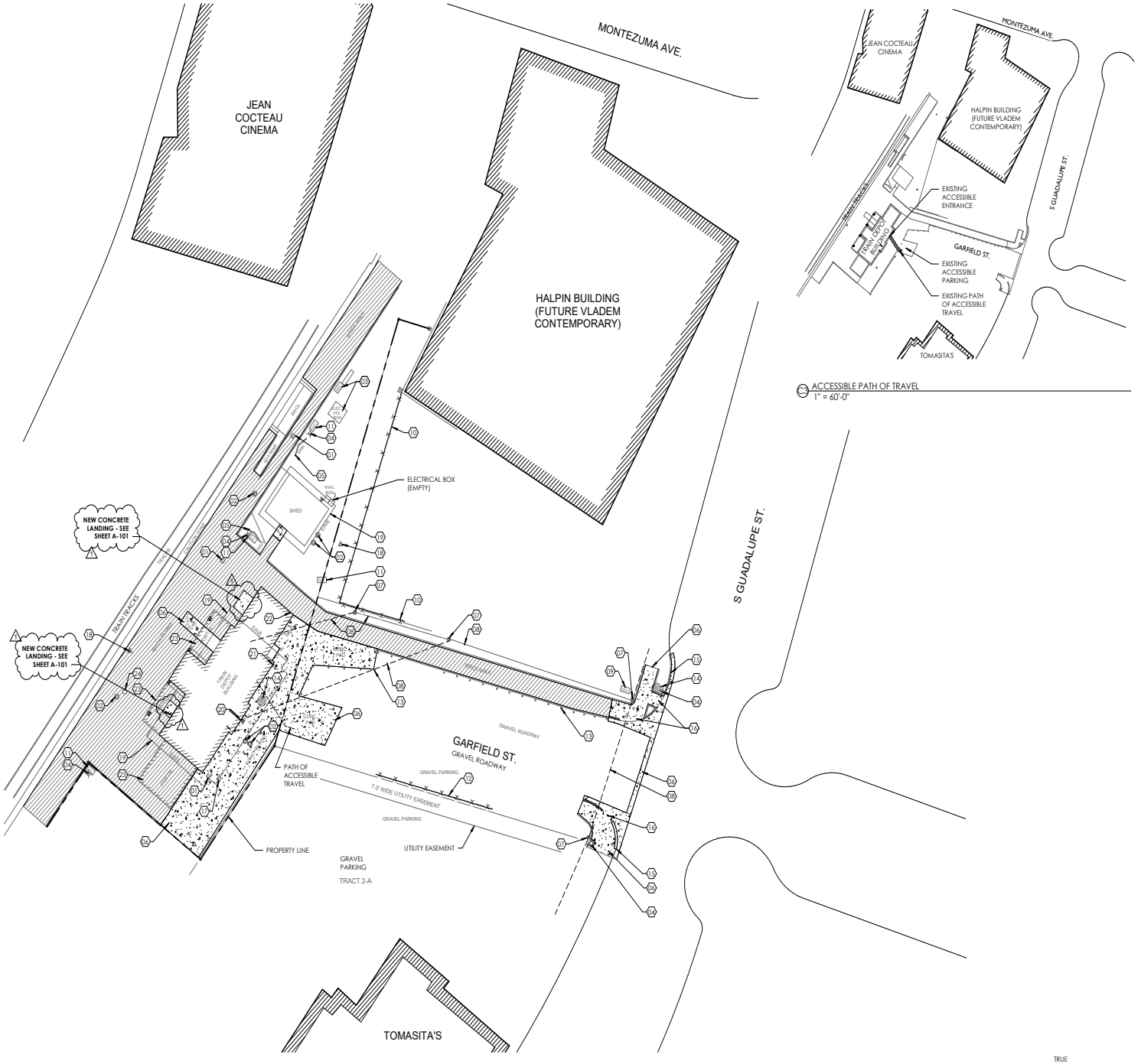
GENERAL (SECTION 801)
801.2 ALTERATION LEVEL 1 COMPLIANCE - IN ADDITION TO THE REQUIREMENTS OF THIS CHAPTER, ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 7.
801.3 COMPLIANCE - ALL NEW CONSTRUCTION ELEMENTS, COMPONENTS, SYSTEMS, AND SPACES SHALL COMPLY WITH THE REQUIREMENTS OF THE IBC. *EXCEPTIONS: 1) WINDOWS MAY BE ADDED WITHOUT REQUIRING COMPLIANCE WITH THE LIGHT AND VENTILATION REQUIREMENTS OF THE IBC; 2) NEWLY INSTALLED ELECTRICAL EQUIPMENT SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 808.*

BUILDING ELEMENTS AND MATERIALS (SECTION 803)
803.5 GUARDS - THE REQUIREMENTS OF SECTIONS 803.5.1 AND 803.5.2 SHALL APPLY IN ALL WORK AREAS.
803.5.1 MINIMUM REQUIREMENT - EVERY PORTION OF A FLOOR, SUCH AS A BALCONY OR A LOADING DOCK, THAT IS MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW AND IS NOT PROVIDED WITH GUARDS, OR THOSE IN WHICH THE EXISTING GUARDS ARE JUDGED TO BE IN DANGER OF COLLAPSING, SHALL BE PROVIDED WITH GUARDS.
803.5.2 DESIGN - WHERE THERE ARE NO GUARDS OR WHERE EXISTING GUARDS MUST BE REPLACED, THE GUARDS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE IBC.

MEANS OF EGRESS (SECTION 805)
805.3 NUMBER OF EXITS - THE NUMBER OF EXITS SHALL BE IN ACCORDANCE WITH SECTIONS 805.3.1 THROUGH 805.3.3.
805.3.1 MINIMUM NUMBER - EVERY STORY UTILIZED FOR HUMAN OCCUPANCY ON WHICH THERE IS A WORK AREA THAT INCLUDES EXITS OR CORRIDORS SHARED BY MORE THAN ONE TENANT WITHIN THE WORK AREA SHALL BE PROVIDED WITH THE MINIMUM NUMBER OF EXITS BASED ON THE OCCUPANCY AND THE OCCUPANT LOAD IN ACCORDANCE WITH THE IBC.
805.4 EGRESS DOORWAYS - EGRESS DOORWAYS IN ANY WORK AREA SHALL COMPLY WITH SECTIONS 805.4.1 THROUGH 805.4.5.
805.4.1 TWO EGRESS DOORWAYS REQUIRED - WORK AREAS SHALL BE PROVIDED WITH TWO EGRESS DOORWAYS IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 805.4.1.1 AND 805.4.1.2.
805.4.1.1 OCCUPANT LOAD AND TRAVEL DISTANCE - IN ANY WORK AREA, ALL ROOMS AND SPACES HAVING AN OCCUPANT LOAD GREATER THAN 50 OR IN WHICH THE TRAVEL DISTANCE TO AN EXIT EXCEEDS 75 FEET SHALL HAVE A MINIMUM OF TWO EGRESS DOORWAYS.
805.4.2 DOOR SWING - IN THE WORK AREA AND IN THE EGRESS PATH FROM ANY WORK AREA TO THE EXIT DISCHARGE, ALL EGRESS DOORS SERVING AN OCCUPANT LOAD GREATER THAN 50 SHALL SWING IN THE DIRECTION OF EXIT TRAVEL.
805.4.3 DOOR CLOSING - IN ANY WORK AREA, ALL DOORS OPENING ONTO AN EXIT PASSAGEWAY AT GRADE OR AN EXIT STAIRWAY SHALL BE SELF-CLOSING OR AUTOMATIC-CLOSING BY LISTED CLOSING DEVICES.
805.4.4 PANIC HARDWARE - IN ANY WORK AREA, AND IN THE EGRESS PATH FROM ANY WORK AREA TO THE EXIT DISCHARGE, IN BUILDINGS OR PORTIONS OF GROUP A - ASSEMBLY OCCUPANCIES WITH AN OCCUPANT LOAD GREATER THAN 100, ALL REQUIRED EXIT DOORS EQUIPPED WITH LATCHING DEVICES SHALL BE EQUIPPED WITH APPROVED PANIC HARDWARE.
805.8 EXIT SIGNS - EXIT SIGNS SHALL BE IN ACCORDANCE WITH THIS SECTION, AS APPLICABLE.
805.8.1 WORK AREAS - MEANS OF EGRESS IN ALL WORK AREAS SHALL BE PROVIDED WITH EXIT SIGNS IN ACCORDANCE WITH THE IBC.

**1203.11 EXIT SIGNS - WHERE EXIT SIGN OR EGRESS PATH MARKING LOCATION WOULD DAMAGE THE HISTORIC CHARACTER OF A BUILDING, ALTERNATIVE EXIT SIGNS ARE PERMITTED WITH APPROVAL OF THE CODE OFFICIAL. ALTERNATIVE SIGNS SHALL IDENTIFY THE EXITS AND EGRESS PATH.*

ELECTRICAL (SECTION 808)
808.1 NEW INSTALLATIONS - ALL NEWLY INSTALLED ELECTRICAL EQUIPMENT AND WIR



A1 SITE PLAN
1" = 20'-0"

A2 ACCESSIBLE PATH OF TRAVEL
1" = 60'-0"

TRUE NORTH

0' 10' 20' 40'

GENERAL NOTES

A. ALL ITEMS NOTED ARE EXISTING UNLESS NOTED 'NEW'.
B. ALL DIMENSIONS ARE APPROXIMATE (+/-) AND TO BE FIELD VERIFIED PRIOR TO ANY WORK BEGINNING.
C. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.

KEYED NOTES

01 DRAIN INLET
02 CLEANOUT
03 PNM TRANSFORMER
04 LIGHT POLE
05 INFORMATIONAL SIGN
06 CONCRETE
07 UTILITY POLE
08 OVERHEAD UTILITY LINE
09 CENTURY LINK BOX
10 CHAINLINK FENCE
11 INGROUND ELECTRICAL BOX
12 WOOD POST & CHAINLINK FENCE
13 STEEL & CONCRETE BOLLARD
14 MANHOLE
15 CONCRETE CURB & RAMP
16 ADA CURB RAMP
17 EMERGENCY CALL BOX
18 SURVEYOR FLAG
19 LINE OF ROOF EAVE ABOVE
20 ELECTRIC METER
21 GAS METER
22 COMMUNICATIONS DATA SERVICE
23 COVERED PORTAL
24 TEMPERATURE GAUGE (FUTURE SNOW MELT)
25 BENCHMARK

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SANTA FE TRAIN DEPOT
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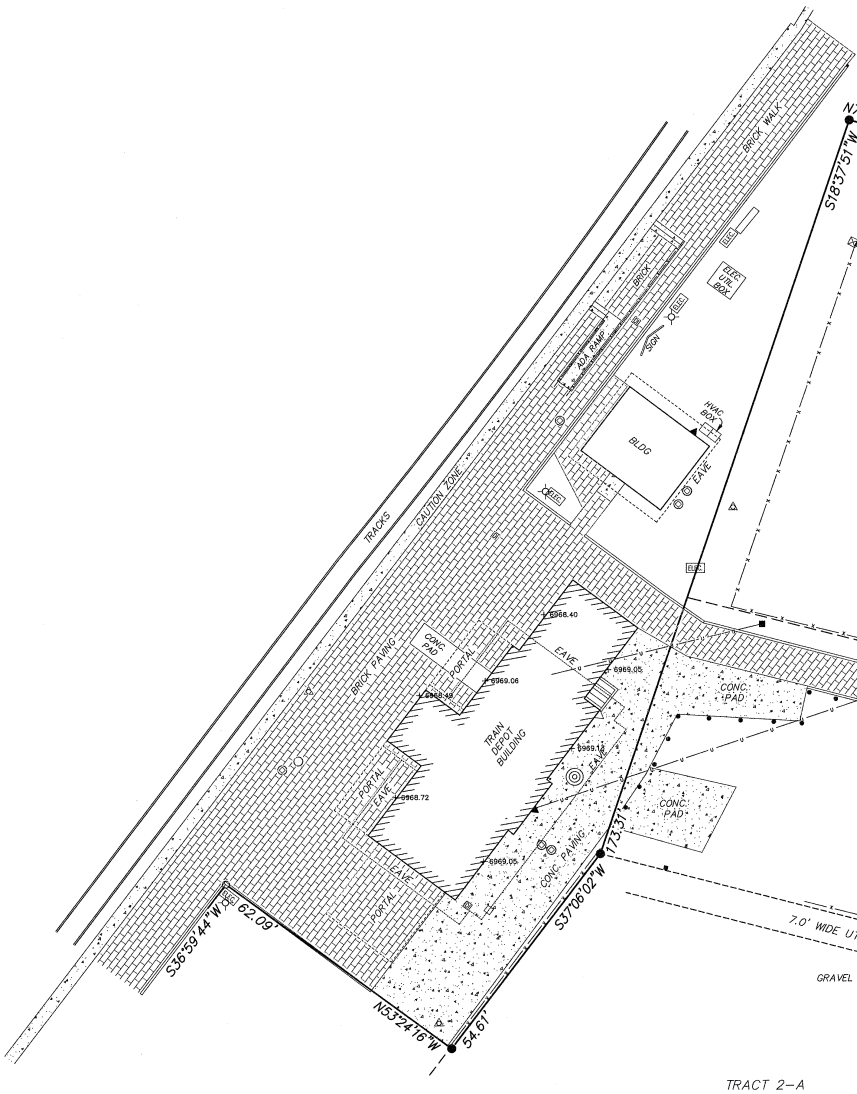
ISSUED

MARK	DATE	DESCRIPTION
	09/29/21	ASI 01
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS
CHECKED BY	BJF

Sheet Name
ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)

Sheet No.
AS-100
Sheet No. ____ of ____ Sheets



TRACT 2-A

LEGEND

- ● INDICATES POINT FOUND AND USED.
- ○ INDICATES CALCULATED POINT.
- ◎ INDICATES MANHOLE ACCESS LID
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- ▲ INDICATES ELECTRIC METER.
- △ INDICATES GAS METER.
- ⊙ INDICATES WATER METER.
- ⊠ INDICATES UTILITY RISER.
- CENT INDICATES CENTURY LINK UTILITY BOX.
- ELEC INDICATES ELECTRIC UTILITY BOX.
- • INDICATES CONCRETE FILLED STEEL BOLLARD.
- —x—x— INDICATES FENCE LINE.
- ☼ INDICATES LIGHT POLE.
- ⊙ INDICATES CLEANOUT.

PARAMOUNT SURVEY

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STRUCTURAL GENERAL NOTES:

1. GENERAL:
   - A. THE CONTRACTOR IS RESPONSIBLE FOR: DIMENSIONS TO BE CONFIRMED AND CORRELATED AT THE JOBSITE; INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESSES OR TO THE MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION; COORDINATION OF THE WORK WITH THAT OF ALL OTHER TRADES AND PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER; DEVIATION FROM CONTRACT DOCUMENTS..
   - B. STRUCTURAL DRAWINGS ARE INTENDED TO BE USED WITH ARCHITECTURAL AND MECHANICAL DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING SUCH REQUIREMENTS INTO THE SHOP DRAWINGS AND WORK.
   - C. NEITHER OPENINGS NOR NOTCHES SHALL BE MADE IN ANY STRUCTURAL BEAM, JOIST, COLUMN, SUPPORT FLOOR, LOAD BEARING WALL OR PANEL, FOOTING OR FOUNDATION WALL WITHOUT THE APPROVAL OF THE ARCHITECT/ENGINEER. OPENINGS IN NON-LOAD BEARING WALLS REQUIRE THE' ARCHITECTS APPROVAL.
   - D. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED UPON NEW STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED.
   - E. GENERAL CONTRACTOR SHALL COORDINATE INSTALLATION OF THE REQUIRED INSERTS WITH THE MECHANICAL CONTRACTOR. SEE MECHANICAL DRAWINGS FOR SUPPORTING STRUCTURE AND INSERTS. MECHANICAL CONTRACTOR SHALL FURNISH ALL NECESSARY STRUCTURES FOR MECHANICAL EQUIPMENT AND ALL NECESSARY HANGING DEVICES AND INSERTS FOR INSTALLATION OF MECHANICAL EQUIPMENT.
   - F. CONSULT MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL CHASES, SLEEVES, OPENINGS, DUCTS, ETC., AS REQUIRED.
   - G. WHERE CONFLICTS OCCUR BETWEEN SPECIFICATIONS, NOTES, REFERENCED CODES, REFERENCED STANDARDS AND WORKING DRAWINGS, THE MOST STRINGENT REQUIREMENT SHALL APPLY.
   - H. SECTIONS AND DETAILS NOT SPECIFICALLY NOTED, SHALL BE CONSTRUCTED PER SECTIONS AND DETAILS SHOWN MOST APPLICABLE.
   - I. SUBMITTALS
     1) SHOP DRAWINGS SHALL BE FURNISHED AND REVIEWED PRIOR TO ANY FABRICATION OR ERECTION. THE CONTRACTOR SHALL REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTING TO THE ARCHITECT FOR REVIEW. POORLY EXECUTED DRAWINGS WILL BE REJECTED AND SHALL BE RESUBMITTED.
     2) ELECTRONIC SUBMITTALS ARE ACCEPTABLE PROVIDED THE FOLLOWING CONDITIONS ARE MET
        - A) CONTRACTOR SHALL REVIEW AND STAMP SUBMITTALS AS FOLLOWS
          1: FABRICATION SHOP DRAWINGS: EACH SHEET SHALL BEAR THE CONTRACTOR'S REVIEW STAMP
          2: MIX DESIGN, ACCESSORIES SUBMITTALS, COMPLIANCE REPORTS, ETC.: THE FIRST SHEET OF THE SUBMITTAL SHALL BEAR THE CONTRACTOR'S REVIEW STAMP.
        - B) THE SUBMITTAL SHALL BE AN ELECTRONIC SCAN OF THE CONTRACTOR'S REVIEWED SUBMITTAL. THE ELECTRONIC SCAN SHALL BE MADE IN .PDF FORMAT. THE SCAN SHALL INCLUDE CONTRACTOR'S REVIEW STAMP AND, IF APPLICABLE, ANY REMARKS ON THE SUBMITTAL MADE BY THE CONTRACTOR.
        - C) "COVER-ALL" STAMPS ON A TRANSMITTAL LETTER WILL NOT BE CONSIDERED TO BE IN COMPLIANCE WITH PART A OF THIS SECTION.
        - D) FAILURE TO COMPLY WITH THE ITEMS OF THIS SECTION WILL NOT BE REVIEWED AND RETURNED AS A "REJECTED" SUBMITTAL
        - E) HANDS ENGINEERING, INC. WILL RETURN ONE REVIEWED HARD-COPY OF THE SUBMITTAL WITH A SHEET SIZE LARGER THAT 11x17. SHEET SIZES 11x17 & SMALLER WILL BE RETURNED IN .PDF FORMAT. HANDS ENGINEERING WILL NOT BE RESPONSIBLE FOR DISTRIBUTION OF THE SUBMITTAL.

2. BUILDING CODES AND STANDARDS:
   - A. 2015 NEW MEXICO COMMERCIAL BUILDING CODE (2015 IBC AS AMENDED).
   - B. 2015 NEW MEXICO EXISTING BUILDING CODE (2015 IRC AS AMENDED).
   - C. AMERICAN SOCIETY OF CIVIL ENGINEERS STANDARD ASCE 7
   - D. AMERICAN INSTITUTE OF STEEL CONSTRUCTION 13TH EDITION: "MANUAL OF STEEL CONSTRUCTION" P
   - E. AMERICAN INSTITUTE OF CONCRETE INSTITUTE 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
   - F. AMERICAN IRON AND STEEL INSTITUTE: "SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS"
   - G. AMERICAN CONCRETE INSTITUTE ACI 530: "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"
   - H. ANSI/NFAPA NDS "NATIONAL DESIGN STANDARD FOR WOOD CONSTRUCTION."
   - I. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION: "TIMBER CONSTRUCTION MANUAL"

3. DESIGN LOADS: OCCUPANCY CATEGORY: II
   - A. LIVE LOADS: (LIVE LOAD REDUCTION PER IBC 1607.9.2)
     1) ROOF: 30 PSF
     2) FLOORS: 50 PSF
     3) CORRIDORS: 100 PSF
     4) STORAGE: 100 PSF
   - B. SNOW LOADS:
     1) Pf: 30 PSF
     2) FACTORS: Ce 1.0, Ct 1.0, I 1.2, Pg= 43 PSF
   - C. WIND LOAD:
     1) BASIC WIND SPEED 3 SECOND GUST 90 MPH
     2) FACTORS I= 1.0, GCPi= ±0.18, EXPOSURE C
     3) COMPONENTS AND CLADDING (EFFECTIVE AREA = 10 SQ. FT.)
        - ZONE 1 10.0/-17.7 (INTERIOR)
        - ZONE 2 10.0/-29.6 (EDGES)
        - ZONE 3 10.0/-44.6 (CORNERS)
   - D. SEISMIC DESIGN
     1) FACTOR I=1.0, SDS = 0.480, Ss = , SD1 = 0.229, S1 = , SITE CLASS: D
     2) SEISMIC DESIGN CATEGORY: D
     3) SEISMIC RESISTING SYSTEM: PER ASCE 7-05 TABLE 12.2-1: PART 13
     4) SEISMIC RESPONSE COEFFICIENT: Cs=0.1
     5) RESPONSE MODIFICATION FACTOR (S), R: 6.5
     6) ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE

4. SOIL DESIGN PARAMETERS:
   - A. ALLOWABLE BEARING CAPACITY: 2000 PSF (ASSUMED)

5. MATERIALS:
   - A. CONCRETE:
     1) 28 DAY STRENGTH:
        - A) EXTERIOR, EXPOSED TO WEATHER: F'C = 4000 PSI AIR ENTRAINED
        - B) OTHER F'C = 3000 PSI
     2) CEMENT: ASTM C150 TYPE I-II
     3) FINE AND COARSE AGGREGATE: ASTM C33
     4) AIR ENTRAINING ADMIXTURE: ASTM C260
     5) WATER REDUCING ADMIXTURE: ASTM C494 TYPE A
     6) CURING COMPOUND: ASTM C309
     7) MIXING AND DELIVERY: ASTM C94
   - B. STEEL:
     1) STRUCTURAL WIDE FLANGE STEEL: ASTM A992
     2) OTHER STRUCTURAL STEEL: ASTM A36
     3) STRUCTURAL STEEL TUBING: ASTM A500, GR B
     4) STEEL PIPE: ASTM A53, TYPE E OR S, GR B
     5) BOLTS (UNLESS OTHERWISE NOTED): ASTM A325
     6) LIGHTGAGE METAL FRAMING (STUDS, HEADERS, STRAPS): ASTM A507
        - A) 18 GA OR 33
        - B) 16 GA AND HEAVIER GR 50
     7) METAL DECK: ASTM A653 OR A611 GR C
     8) LAG SCREWS: ANSI/ASME STD. B18.2.1
     9) CONCRETE/MASONRY ANCHORS: ASTM A307
     10) CONCRETE/MASONRY REINFORCEMENT: ASTM A615 GR 60
     11) CONCRETE/MASONRY EXPANSION ANCHORS: FED SPEC. A-A-55614
   - C. BRICK / MASONRY:
     1) CMU: f'm = 1900 PSI MEDIUM WEIGHT ASTM C90
     2) MORTAR: TYPE S BY PROPORTION ASTM C270
     3) GROUT: f'c = 2000 PSI ASTM C476
   - D. WOOD:
     NOTE: ALL SMN LUMBER AND TIMBER SHALL HAVE A MOISTURE CONTENT OF 19% OR LESS AT THE TIME OF INSTALLATION.
     1) FRAMING LUMBER: HF #2, DFL #2, SPF #2 OR BETTER
     2) STUDS: STUD GRADE SPF OR BETTER
     3) EXPOSED TIMBER: DOUGLAS FIR-LARCH #2 OR BETTER
     4) SHEATHING: APA RATED SHEATHING EXP
     5) SILL PLATES: TREATED LUMBER
     6) LUMBER IN CONTACT W/ CONC: TREATED LUMBER.
     7) NAILS: ASTM F1667 (EXTERIOR GALVANIZED)
     8) POSTS: PONDEROSA PINE #1
     9) VIGAS: PONDEROSA PINE #1
     10) GLULAM: FB=2,400 PSI, E=1,800,000 PSI
     11) LVL: FB=2,600 PSI, E=1,800,000 PSI

6. CONCRETE NOTES:
   - A. SPECIFICATIONS:
     1) ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 301
     2) ALL HOT WEATHER CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 305.
     3) ALL COLD WEATHER CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 306.
     4) FORMWORK SHALL BE IN ACCORDANCE WITH ACI 347. PROVIDE CLASS A TOLERANCE FOR CONCRETE SURFACES EXPOSED TO VIEW. PROVIDE CLASS C TOLERANCE FOR OTHER CONCRETE SURFACES.
   - B. FORMING:
     1) FORM ALL STEM WALLS, PEDESTALS AND GRADE BEAMS.
     2) FOOTINGS MAY BE POURED AGAINST EXCAVATED TRENCH WALLS PROVIDED TRENCH WALLS ARE STABLE, WITHOUT SLOUGHING OF SOIL.
   - C. FOOTINGS:
     1) UNLESS DIMENSIONED OTHERWISE, CENTER CONTINUOUS FOOTINGS ON WALL.
     2) WHERE COLUMN AND WALL FOOTINGS INTERSECT, CAST THESE MONOLITHIC AND CONTINUE WALL FOOTING REINFORCING THROUGH THE COLUMN FOOTING.
     3) CENTER COLUMN FOOTINGS ABOUT COLUMN CENTER LINES BOTH WAYS, UNLESS DIMENSIONED OTHERWISE.
     4) ALL FOOTINGS SHALL BEAR AT THE MINIMUM DEPTH REQUIRED BY THE LOCAL BUILDING OFFICIAL OR THE MINIMUM DEPTH SHOWN ON THESE DRAWINGS, WHICHEVER IS GREATER.
   - D. CONCRETE REINFORCING:
     1) PROVIDE VERTICAL DOWELS IN CONTINUOUS FOOTING, SAME SIZE AND SPACING AS THE VERTICAL WALL STEEL.
     2) FOR OPENINGS 1'-0" AND LARGER IN WALLS AND STRUCTURAL SLABS UNLESS NOTED OR DETAILED, PROVIDE NO. 5 X 4'-0" ALL CORNERS, TWO NO. 5 AT EACH SIDE, TOP AND BOTTOM.
     3) UNLESS NOTED OR DETAILED, PROVIDE CORNER BARS THE SAME SIZE AND SPACING AS THE HORIZONTAL REINFORCING AT THE CORNERS AND INTERSECTION OF ALL WALLS, BEAMS, AND FOOTINGS.
     4) UNLESS OTHERWISE NOTED, REBAR SPLICES SHALL BE 40 BAR DIAMETER LAP SPLICES. AT ALL BEAMS, REINFORCING SPLICES SHALL BE LAPPED A MINIMUM OF 2'-0". FOR THE TOP REINFORCING STEEL, THE SPLICE SHALL SHALL BE PLACED AT THE MIDSPAN OF THE BEAM. FOR THE BOTTOM BOTTOM REINFORCING STEEL, THE SPLICE SHALL BE PLACED AT THE BEARING POINT OF THE BEAM.
     5) WELDING OF REINFORCING IS NOT PERMITTED WITHOUT PRIOR APPROVAL BY ENGINEER.
   - E. CONSTRUCTION JOINTS:
     1) UNLESS OTHERWISE NOTED, CONSTRUCTION JOINTS FOR STRUCTURAL SLABS, BEAMS AND GRADE BEAMS SHALL BE AT MIDSPAN. SUBMIT PROPOSED CONSTRUCTION JOINT LOCATIONS AND DETAILS TO TO ENGINEER FOR REVIEW.
   - F. QUALITY CONTROL:
     1) MIX DESIGNS
        - A) ENGAGE A QUALIFIED TESTING LABORATORY TO PERFORM MATERIAL EVALUATION AND DESIGN CONCRETE MIXES, AND TO PERFORM TESTING DURING CONCRETE PLACEMENT.
        - B) SUBMIT WRITTEN REPORTS TO ARCHITECT/ENGINEER OF EACH PROPOSED MIX FOR EACH CLASS OF CONCRETE AT LEAST 15 DAYS PRIOR TO START OF WORK. DO NOT BEGIN CONCRETE PRODUCTION UNTIL PROPOSED MIX DESIGNS HAVE BEEN REVIEWED BY ARCHITECT/ENGINEER.
        - C) SLUMP LIMITS: PROPORTION AND DESIGN MIXES TO RESULT IN THE CONCRETE SLUMP AT POINT OF PLACEMENT AS FOLLOWS:
          1: RAMPS, SLABS, AND SLOPING SURFACES: NOT MORE THAN 3 INCHES
          2: REINFORCED FOUNDATION SYSTEMS: NOT LESS THAN 1 INCH AND NOT MORE THAN 3 INCHES.
          3: CONCRETE CONTAINING HIGH-RANGE WATER-REDUCING ADMIXTURE (SUPERPLASTICIZER)OR SCC ADMIXTURE NOT MORE THAN 8 INCHES AFTER ADDING ADMIXTURE TO SITE- VERIFIED 2-TO-3 INCH SLUMP CONCRETE.
          4: OTHER CONCRETE: NOT MORE THAN 4 INCHES.

7. STEEL FRAMING NOTES:
   - A. STRUCTURAL STEEL SHALL BE SHOP FABRICATED IN ACCORDANCE WITH AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", LATEST EDITION. WELDING SHALL COMPLY WITH AWS D1.1 "STRUCTURAL WELDING CODE". FIELD CONNECTIONS OF STRUCTURAL STEEL SHALL BE ACCOMPLISHED BY BOLTING, USING HIGH STRENGTH BOLTS IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS" (UNLESS OTHERWISE INDICATED).
   - B. STEEL CONNECTIONS NOT DETAILED ON THE PLANS SHALL BE FABRICATORS STANDARD CONNECTIONS AND SHALL BE IN ACCORDANCE WITH THE AISC SPECIFICATIONS. ALL BOLTED CONNECTIONS SHALL CONTAIN AT LEAST 2 BOLTS PER CONNECTED MEMBER.
   - C. PROVIDE MIN. 3/16" CAP PLATE WELDED TO END OF ALL STRUCTURAL PIPES, TUBES AND PRISMATIC SECTIONS, UNLESS OTHERWISE NOTED.

8. CMU NOTES:
   - A. UNLESS OTHERWISE NOTED, PROVIDE KNOCK-OUT BOND BEAMS AT 4'-0" O.C. REINFORCING SHALL BE PER SCHEDULE SHOWN ON LIST BELOW. PROVIDE CONTINUOUS BOND BEAM TO BE CONCRETE FILLED WITH TWO NO. 5 CONTINUOUS AT TOP OF ALL MASONRY WALLS AND CONTINUOUS ALL SIDES AT ALL JOIST BEARING ELEVATIONS EXTEND VERTICALS THROUGH BOND BLOCK COURSES UNLESS OTHERWISE NOTED OR DETAILED.
   - B. UNLESS OTHERWISE NOTED OR DETAILED, VERTICAL REINFORCING FOR ALL CONCRETE WALLS SHALL BE: "ASTM-A615-60". ALL CMU WALLS SHALL BE REINFORCED AS FOLLOWS, UNLESS OTHERWISE NOTED:

     # 4 (1/2 INCH DIAMETER) REBAR:

     (3) VERTICALS AT ALL CORNERS (ONE IN CORNER CELL AND EACH ADJACENT).
     (1) VERTICAL AT END OF ALL DISCONTINUOUS WALL RUNS.
     (1) VERTICAL EACH SIDE OF ALL MASONRY WALL OPENINGS.
     (1) VERTICAL AT 24" O.C. IN ALL STRAIGHT WALL RUNS.
     (1) VERTICAL EACH SIDE OF ALL CONTROL JOINTS.

     PROVIDE VERTICAL DOWELS SAME AS VERTICAL BARS TOP AND BOTTOM OF EACH VERTICAL EXTENDING 30 DIA. INTO ABUTTING CONSTRUCTION 40 DIA. INTO CONCRETE FILLED CELLS. SCHEDULE OF MINIMUM WALL REINFORCING:

VERTICALS	HORIZONTAL BOND BMS AT 4'-0" O.C.
8" CMU #4 @24" O.C.	(2)-#4 CONT.
10" CMU #5 @24" O.C.	(2)-#4 CONT.
12" CMU #5 @24" O.C.	(2)-#5 CONT.

   - C. UNLESS OTHERWISE SHOWN, PROVIDE MASONRY CONTROL JOINTS, NO. 8 WIDE FLANGE RAPID CONTROL JOINT ON MASONRY WALLS AT THE FOLLOWING LOCATIONS:
     AT 12'-0" FROM ALL CORNERS.
     AT 32'-0" O.C. IN ALL STRAIGHT WALL RUNS.
   - D. ALL MASONRY WORK SHALL HAVE A MINIMUM OF 1/2" CLEARANCE TO STEEL CONSTRUCTION.
   - E. ALL BELOW GRADE CELLS SHALL BE GROUTED SOLID.

9. HEAVY TIMBER NOTES:
   - A. TIMBER SHALL BE DOUGLAS FIR #1
   - B. PERFORM ALL WORK REQUIRED TO PROPERLY COMPLETE THE HEAVY TIMBER WORK AS SHOWN ON THE DRAWING AND SPECIFIED HEREIN
   - C. PROVIDE ALL LABOR, MATERIALS, STAGING, SCAFFOLDING, TEMPORARY BRACING, CRANE, HOISTS, RIGGING, EQUIPMENT, AND SERVICES NECESSARY TO PERFORM THE WORK OF THIS SECTION. THE WORK INCLUDES, BUT IS NOT NECESSARILY LIMITED TO THE FOLLOWING.
     1) TIMBER COMPONENTS OF EVERY DESCRIPTION, INCLUDING BEAMS, GIRTS, PLATES, BRACES, TIES, PEGS, WEBS.
     2) MISCELLANEOUS HARDWARD FOR HEAVY TIMBER CONSTRUCTION, INCLUDING BUT NOT LIMITED TO: PLATE CONNECTORS AND BOLTS.
     3) FURNISH AND INSTALL ALL NECESSARY HARDWARE AND METAL SHAPES REQUIRED FOR ASSEMBLY.
     4) ALL JOINERY SHALL BE ACCURATELY CUT SO AS TO MAKE A NEAT, SNUG FIT. ALL JOINTS SHALL BE TIGHT.

10. WOOD FRAMING NOTES:
    - A. PROVIDE STUDS IN CONTINUOUS LENGTHS WITHOUT SPLICES. PROVIDE TRIPLE STUDS AT CORNERS AND WALL INTERSECTIONS WITH NAILING SURFACE FOR EDGE OF FINISHING. BORE HOLES NOT GREATER THAN 40% OF WIDTH OF STUDS, MINIMUM 3/4" FROM EDGE OF STUD. NOTCH TO A DEPTH LESS THAN 25% OF STUD WIDTH FOR BEARING WALLS AND NON-BEARING WALLS.
    - B. INSTALL JOIST WITH CROWN EDGE UP. BEAR ENDS MINIMUM 1-1/2" (3" ON MASONRY). PROVIDE SOLID BLOCKING OF SAME SECTION SIZE AS JOIST AT ENDS OF JOIST AND FOR BRIDGING AS FOLLOWS (UNLESS OTHERWISE SHOWN):

      SPANS TO 10 FEET - ONE ROW MIDSPAN
      SPANS TO 20 FEET - TWO ROWS AT THIRD POINTS
      SPANS TO 30 FEET - ROWS OF BRIDGING 8 FEET MAXIMUM APART.

      PREMANUFACTURED METAL OR 1X3 WOOD CROSS BRIDGING MAY BE SUBSTITUTED FOR SOLID BRIDGING ON CONCEALED WORK. NOTCH NO MORE THAN 1/10 THE DEPTH OF THE JOIST, NOT IN THE MIDDLE THIRD. BORE HOLES NO MORE THAN 1/4 DEPTH OF JOIST, MINIMUM 2" FROM TOP OR BOTTOM OF JOIST. PROVIDE DOUBLE JOIST UNDER ALL PARTITIONS RUNNING PARALLEL TO JOISTS.
    - C. PLACE PLYWOOD WITH FACE GRAIN PERPENDICULAR TO SUPPORTS. STAGGER JOINTS AND LOCATE OVER CENTER OF FRAMING. ALLOW 1/16" FOR EXPANSION AND CONTRACTION. UNLESS OTHERWISE CALLED FOR ON THE DRAWINGS, PROVIDE T & G PLYWOOD FLOOR SHEATHING, AND PROVIDE PLYCLIPS AT UNSUPPORTED EDGES OF ROOF SHEATHING PANELS. NAIL WITH 8D COMMON OR RINGSHANK NAILS AT 6" ON CENTER ALONG ALL EDGES AND 12" ON CENTER AT INTERMEDIATE SUPPORTS EXCEPT AT ROOF OVERHANG CORNERS, FASTEN AT 6" O.C. EDGES AND FIELD.
    - D. PLACE 15/32" PLYWOOD OR 7/16" OSB APA RATED SHEATHING SHEAR WALLS AT ALL CORNERS BY FULL HEIGHT OF BUILDING. SHEAR WALLS SHALL BE SPACED NO MORE THAN 24 FEET APART. NAIL WITH 8D AT 4" ON AT EDGES AND AT 12" ON CENTER AT INTERMEDIATE FRAMING. PROVIDE WOOD BLOCKING AT ALL PANEL EDGES. PANELS SHALL BE EXTERIOR GRADE APA RATED SHEATHING. ALTERNATELY FASTEN FASTEN W/16 GAGE x1 1/2"x7/16" CROWN STAPLES AT 3" O.C. ALONG EDGES AND 6" O.C. IN FIELD OF PANELS. PROVIDE STEEL PLATE WASHERS 3"X3"X1/4" AT ALL ANCHOR BOLTS TO SILL PLATES ALONG SHEAR WALL.
    - E. JOIST HANGERS, FRAMING ANCHORS, AND CLIPS SHALL BE A MINIMUM THICKNESS OF 18 GA. GALVANIZED STEEL, UNLESS OTHERWISE NOTED ON THE DRAWINGS. ALL PRE-PUNCHED NAIL HOLES SHALL BE USED WITH NAILS AS RECOMMENDED BY THE MANUFACTURER FOR VARIOUS CONNECTORS. USE "SIMPSON" OR AN APPROVED EQUAL.
    - F. IBC TABLE 2304.9.1 SHALL BE FOLLOWED AS A MINIMUM FOR ALL FASTENING REQUIREMENTS WHETHER SHOWN OR NOT SHOWN THE DRAWINGS.
    - G. METAL PLATE CONNECTED WOOD TRUSSES:
      1) COMPLY WITH APPLICABLE REQUIREMENTS AND RECOMMENDATIONS OF THE FOLLOWING PUBLICATIONS:

         ANSI/TPI 1, NATIONAL DESIGN STANDARD FOR METAL-PLATE-CONNECTED WOOD TRUSS CONSTRUCTION.

         TPI HIB COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING & BRACING METAL PLATE CONNECTED WOOD TRUSSES.

         TPI DSB RECOMMENDED DESIGN SPECIFICATION FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES.

      2) SHOP DRAWINGS INDICATING FRAMING SYSTEM, SIZES AND SPACING OF TRUSSES, LOADS AND TRUSS CAMBERS, FRAMED OPENINGS, AS WELL AS ALL TEMPORARY AND PERMANENT BRACING AND BRIDGING.
      3) SUBMIT DESIGN CALCULATIONS SEALED AND SIGNED BY THE RESPONSIBLE PROFESSIONAL ENGINEER.
      4) PROVIDE TRUSS DESIGN, FABRICATION, AND INSTALLATION IN ACCORDANCE WITH ANSI/TPI 1, TPI HIB AND TPI DSB.
      5) DESIGN JOISTS UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER EXPERIENCED IN DESIGN OF THIS WORK AND LICENSED IN THE STATE OF NEW MEXICO.
      6) DESIGN FOR LOADS SHOWN. LIMIT TOTAL LOAD DEFLECTION TO L/240. LIMIT TOTAL LOAD DEFLECTION TO L/480 FOR BRITTLE FINISHES.

STRUCTURAL EARTHWORK NOTES:

THE BUILDING FOUNDATIONS HAVE BEEN DESIGNED PER 2015 IBC TABLE 1806.2 BASED UPON ASSUMED SOIL CONDITIONS FOR THE SITE. SITE SOILS ARE ASSUMED TO NOT CONSIST OF CLAY OR CLAYEY SILT TYPE SOILS. IF, AT THE TIME OF EXCAVATION, CLAY SOILS ARE FOUND, A REGISTERED GEOTECHNICAL ENGINEER SHALL BE ENGAGED AT THE CONTRACTORS EXPENSE TO MAKE FURTHER RECOMMENDATIONS BEFORE FOUNDATION CONSTRUCTION BEGINS. ASSUMED ALLOWABLE SOIL BEARING PRESSURE IS 2000 PSF.

1. PREPARATION:
   - A. ALL EXISTING FILL, VEGETATION, DEBRIS, AND DISTURBED NATURAL SOILS IN AREAS FOR SUPPORT OF FOOTINGS, FLOOR SLABS OR PAVEMENTS SHALL BE EXCAVATED TO EXPOSE UNDISTURBED NATURAL SOILS. ALL NON-ACCEPTABLE MATERIAL SHALL BE DISPOSED OF OFF SITE.
   - B. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EARTHWORK OPERATIONS.
   - C. PROTECT SUBGRADES AND FOUNDATION SOILS AGAINST FREEZING TEMPERATURES OR FROST. PROVIDE PROTECTIVE INSULATING MATERIALS AS NECESSARY.
   - D. PROVIDE EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
2. APPROVAL OF SUBGRADE:
   - A. NOTIFY ARCHITECT/ENGINEER/GEOTECHNICAL ENGINEER WHEN EXCAVATIONS HAVE REACHED REQUIRED SUBGRADE.
   - B. WHEN ARCHITECT/ENGINEER/GEOTECHNICAL ENGINEER DETERMINES THAT UNFORESEEN UNSATISFACTORY SOIL IS PRESENT, CONTINUE EXCAVATION AND REPLACE WITH COMPACTED BACKFILL OR FILL MATERIAL AS DIRECTED.
   - C. RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES, FROST, RAIN, ACCUMULATED WATER, OR CONSTRUCTION ACTIVITIES, AS DIRECTED BY THE ARCHITECT/ENGINEER/GEOTECHNICAL ENGINEER.
7. ENGINEERED FILL:
   - A. ALL BACKFILL MATERIAL SHALL BE NON-EXPANSIVE ENGINEERED FILL, FREE OF VEGETATION AND CONTAIN NO ROCKS LARGER THAN 6 INCHES. GRADATION OF THE BACKFILL MATERIAL, AS DETERMINED IN ACCORDANCE WITH ASTM D-422, SHALL BE AS FOLLOWS:

     GRADATION OF BACKFILL MATERIAL

SIEVE SIZE	PERCENT PASSING
3 INCH	90-100
NO. 4	60-100
NO. 200	15-60

   - B. THE PLASTICITY INDEX SHALL BE NO GREATER THAN 12 WHEN TESTED IN ACCORDANCE WITH ASTM D-4318.
   - C. TEST REPORTS: IN ADDITION TO TEST REPORTS REQUIRED UNDER FIELD QUALITY CONTROL, SUBMIT THE FOLLOWING:

     LABORATORY ANALYSIS OF EACH SOIL MATERIAL PROPOSED FOR FILL AND BACKFILL FROM ON-SITE AND BORROW SOURCES.

     ONE CPTIMUM MOISTURE-MAXIMUM DENSITY CURVE FOR EACH PROPOSED SOIL MATERIAL.
8. FILL OR BACKFILL, CONSISTING OF SOIL APPROVED BY THE GEOTECHNICAL ENGINEER, SHALL BE PLACED IN CONTROLLED AND COMPACTED LAYERS WITH APPROVED COMPACTION EQUIPMENT. THICKNESS OF COMPACTION LIFTS SHALL NOT EXCEED 8 INCHES. ALL COMPACTION SHALL BE TO A MINIMUM OF 95 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED IN ACCORDANCE WITH ASTM D-1557 TEST METHOD.
9. BECAUSE A SUBSURFACE INVESTIGATION WAS NOT OBTAINED THE DESIGN OF THE FOUNDATIONS FOR THIS STRUCTURE REQUIRE THAT CERTAIN ASSUMPTIONS BE MADE WITH REGARD TO SOIL STABILITY AND SOIL BEARING CONDITIONS, AND BECAUSE THESE ASSUMPTIONS ARE NOT VERIFIABLE WITHOUT A SUBSURFACE INVESTIGATION, THE OWNER SHALL HOLD HARMLESS AND INDEMNIFY HANDS ENGINEERING, INC. AGAINST ANY AND ALL CLAIMS ARISING OUT OF PROBLEMS RESULTING FROM UNSUITABLE SUBSOILS.
10. TESTS FOR DEGREE OF COMPACTION SHALL BE DETERMINED BY THE ASTM D-1556 METHOD OR ASTM D-2922. OBSERVATION AND FIELD TESTS SHALL BE CARRIED ON DURING FILL AND BACKFILL PLACEMENT BY THE GEOTECHNICAL ENGINEER TO ASSIST THE CONTRACTOR IN OBTAINING THE REQUIRED DEGREE OF COMPACTION.

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Engineers
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SHEET TITLE: STRUCTURAL GENERAL NOTES
PROJECT: SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.

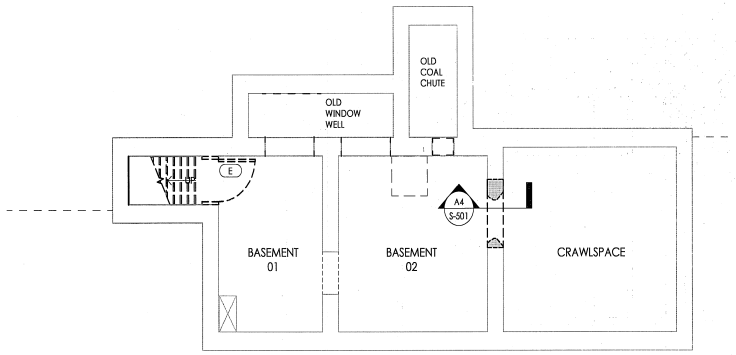
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JAMES A. HANDS — NEW MEXICO — 9151 — REGISTERED PROFESSIONAL ENGINEER

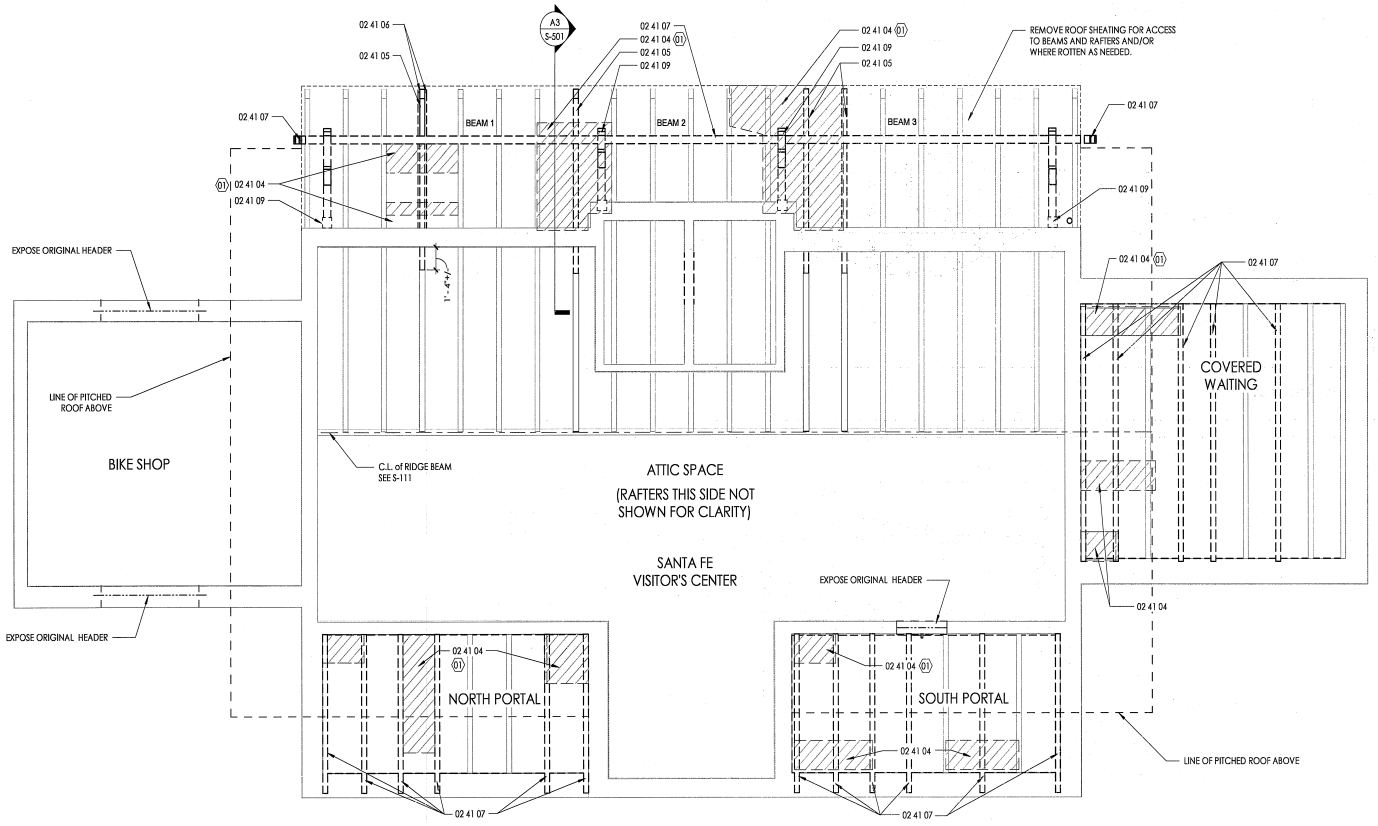
No.	REVISION	BY	APPVD.	DATE
	BID + PERMIT	RS	JH	04.09.21

PROJECT: 2018 - 3044
DESIGN: JH
DRAWN: BgW
CHECKED: JH
DATE: 09/30/2019
SCALE: AS NOTED

SHEET No.
STRUCTURAL GENERAL NOTES
S-001



C1 BASEMENT FLOOR PLAN - STRUCTURAL DEMO
1/4" = 1'-0"



PLAN
NORTH

0 2' 4' 8'

A STRUCTURAL DEMOLITION
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE; FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. COORDINATE WORK WITH ALL OTHER DISCIPLINES.

KEYED NOTES

01 AREA OF DECKING SHOWN IS APPROXIMATE. FIELD VERIFY AND REMOVE ALL DAMAGED DECK AS NEEDED

REFERENCE NOTES

02 41 04	REMOVE AND REPLACE DAMAGED PORTION OF EXISTING DECKING TO CENTER OF NEAREST SUPPORT BEAM OR WALL IN PREPARATION FOR NEW ROOFING SYSTEM.
02 41 05	REMOVE DAMAGED PORTION OF RAFTER TO 1'-4" BEYOND DAMAGE
02 41 06	REMOVE 'SISTERED' BRACING AT RAFTER
02 41 07	REMOVE ENTIRE BEAM
02 41 09	REMOVE BEAM SUPPORT COMPLETE

LEGEND

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED

Hands Engineering, Inc.
Engineering & Surveying
1314 Parkway Drive, Suite B
Santa Fe, NM 87507-2356
Phone: 505.577.2476
Email: jim@handsengineering.com

SHEET TITLE : STRUCTURAL DEMOLITION

PROJECT : SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.

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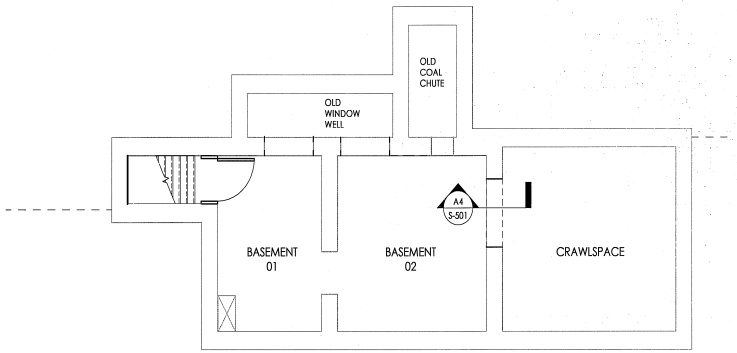
JAMES A. HANDS NEW MEXICO 9181 REGISTERED PROFESSIONAL ENGINEER

No.	REVISION	BY	APPVD.	DATE
	BID + PERMIT	RS	JH	04.09.21

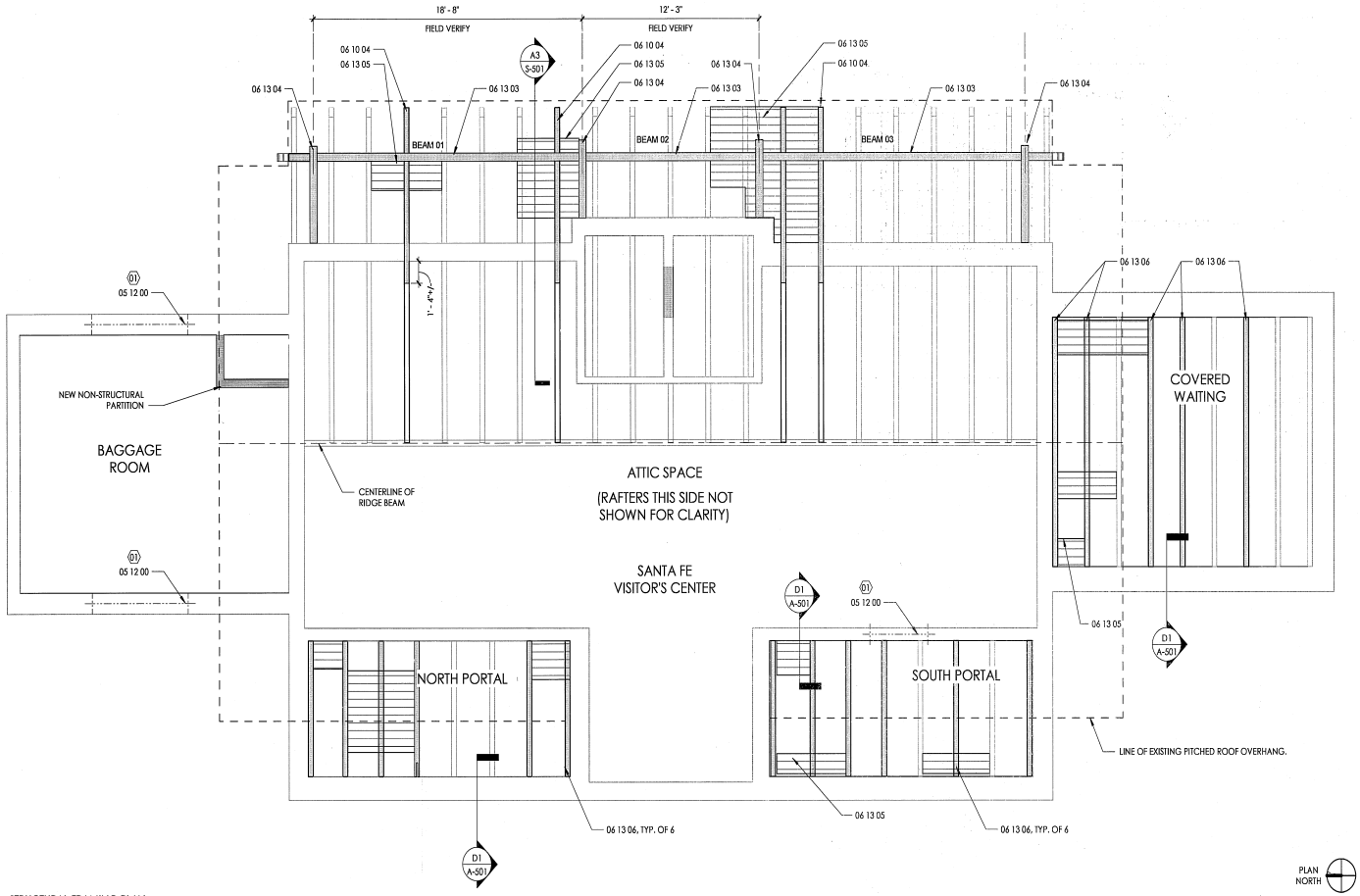
PROJECT: 2018 - 5044 DESIGN:
DATE: 09/30/2019 CHECKED: JH
SCALE: AS NOTED DRAWN: BoW

SHEET No.

S-002



C1 BASEMENT FLOOR PLAN - STRUCTURAL
1/4" = 1'-0"



A1 STRUCTURAL FRAMING PLAN
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.

KEYED NOTES

01 CONFIRM EXISTING HEADER SIZE AND TYPE WITH ENGINEER. ENGINEER TO CONFIRM SIZE IS ADEQUATE OR PROVIDE ADDITIONAL INFORMATION

REFERENCE NOTES

05 12 00	PROVIDE NEW STEEL HEADER AS NEEDED
06 10 04	NEW OR MODIFIED RAFTER
06 13 03	NEW WOOD BEAM, APPROX. 6x12 (MATCH EXISTING HISTORIC DIMENSIONS)
06 13 04	REPLACE BEAM BRACKET MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE
06 13 05	REPLACE PORTION OF WOOD DECKING IN KIND (MATCH HISTORIC DIMENSIONS)
06 13 06	NEW BEAM TO REPLACE EXISTING. MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE – SEE DETAIL SHEET S-501

LEGEND

NEW DECKING

NEW BEAM

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Engineers • Surveyors
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Santa Fe, New Mexico 87507-2758
Phone: (505) 473-4640
Fax: (505) 473-4643
Email: jim@handsengineering.com

SHEET TITLE: STRUCTURAL FRAMING PLAN
PROJECT: SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.

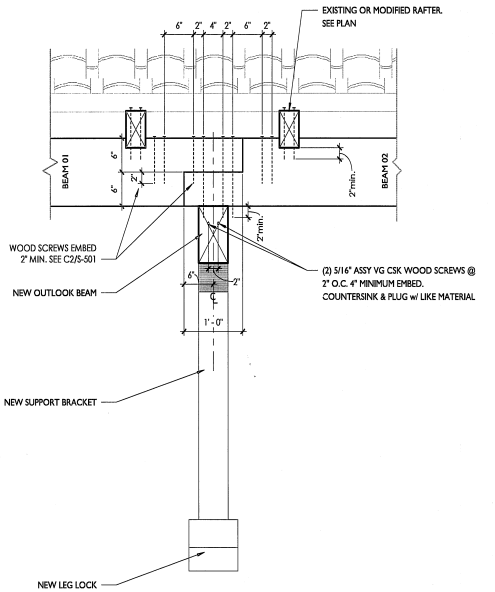
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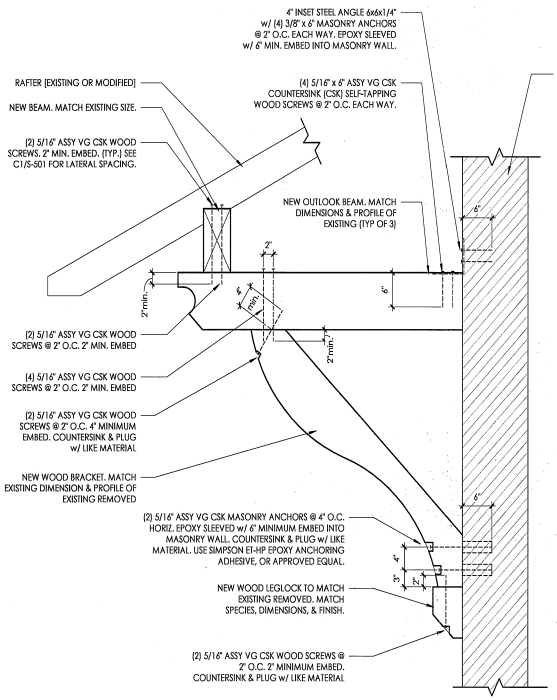
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PROJECT: 2018 - 5044 DESIGN: JH
DATE: 09/30/2019 CHECKED: JH
SCALE: AS NOTED DRAWN: BdW

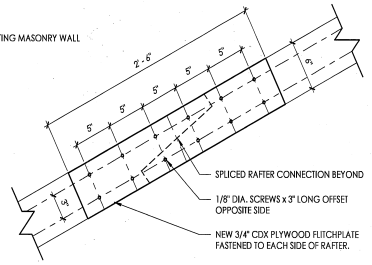
SHEET No.
S-111



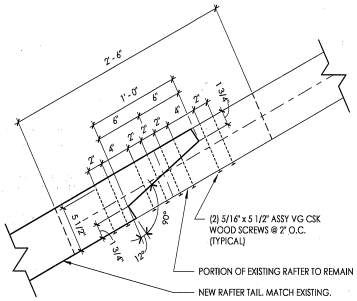
C1 BEAM TO BEAM LAP CONNECTION (TYP @ BEAM 01, 02, 03)
1" = 1'-0"



C2 BRACKET CONNECTION
1" = 1'-0"



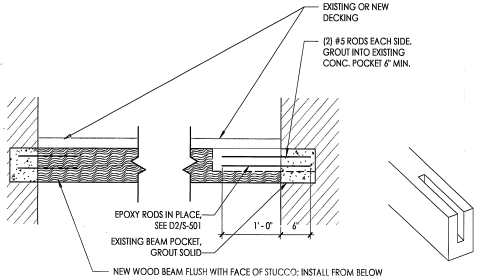
D4 FLITCH PLATE @ RAFTER SPLICE
1 1/2" = 1'-0"



C4 RAFTER SPLICE CONNECTION
1 1/2" = 1'-0"

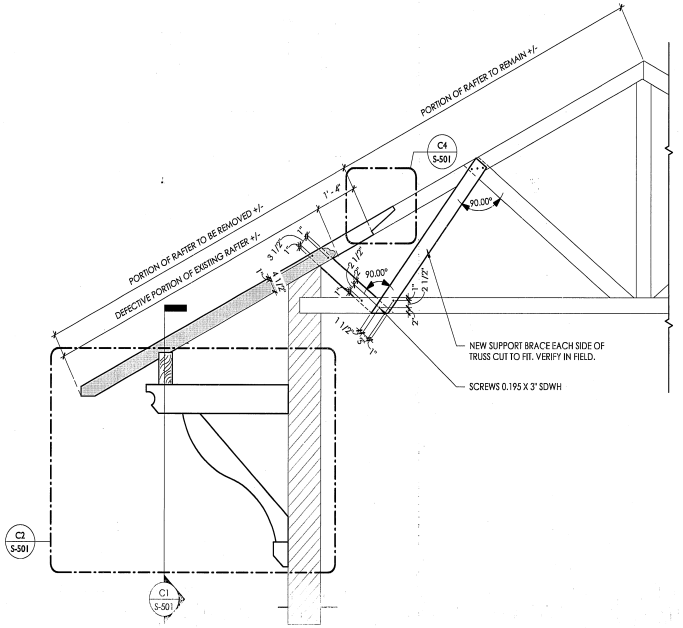
GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE AND TO BE FIELD VERIFIED PRIOR TO ANY WORK BEGINNING.
B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.

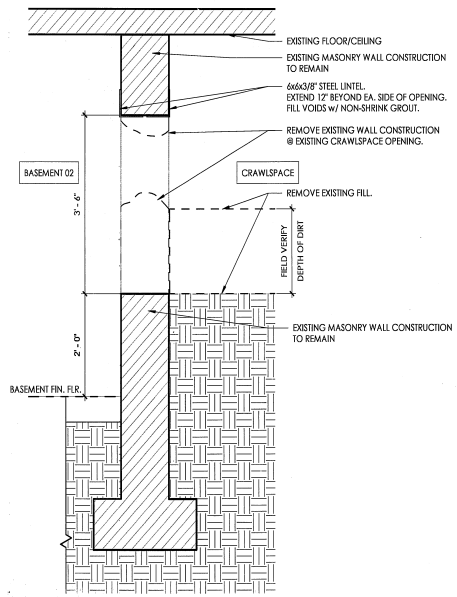


A1 PORTAL BEAM - NEW
1" = 1'-0"

A2 BEAM 3-D VIEW



A3 RAFTER REPAIR @ EXISTING TRUSS
1/2" = 1'-0"



A4 BASEMENT CRAWLSPACE OPENING
3/4" = 1'-0"

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Engineering Consulting
515 Parkway Drive, Suite B
Santa Fe, NM 87505-2566
Phone: 505.473.0222
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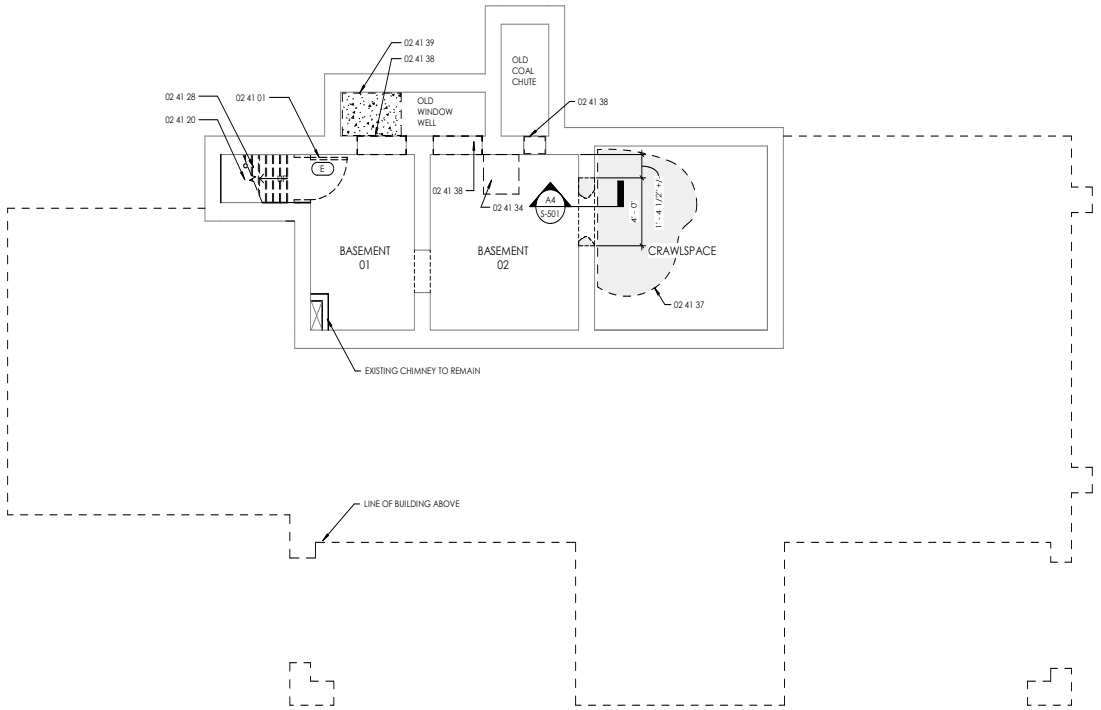
SHEET TITLE: STRUCTURAL DETAILS
PROJECT: SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.

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PROJECT: 2018 - 3044
DATE: 09/30/2019
SCALE: AS NOTED
DESIGN: JH
CHECKED: JH
DRAWN: BaW

SHEET No.
S-501



A1 BASEMENT FLOOR PLAN - DEMOLITION
1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE; FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. COORDINATE WORK WITH ALL OTHER DISCIPLINES.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

REFERENCE NOTES

02 41 01	REMOVE DOOR; FRAME AND TRIM TO BE REPAIRED.
02 41 20	DRAIN, COORDINATE WITH PLUMBING DRAWINGS
02 41 28	REMOVE EXISTING WOOD STAIRS
02 41 37	REMOVE PORTION OF EXISTING GRADE IN CRAWLSPACE. COORD w/ MECH.
02 41 38	REMOVE LOOSE DEBRIS AT EXISTING OPENING.
02 41 39	REMOVE CONCRETE SLAB FOR NEW GRATE / AIR INTAKE.

LEGEND

EXISTING CONSTRUCTION TO REMAIN

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/16/2021

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

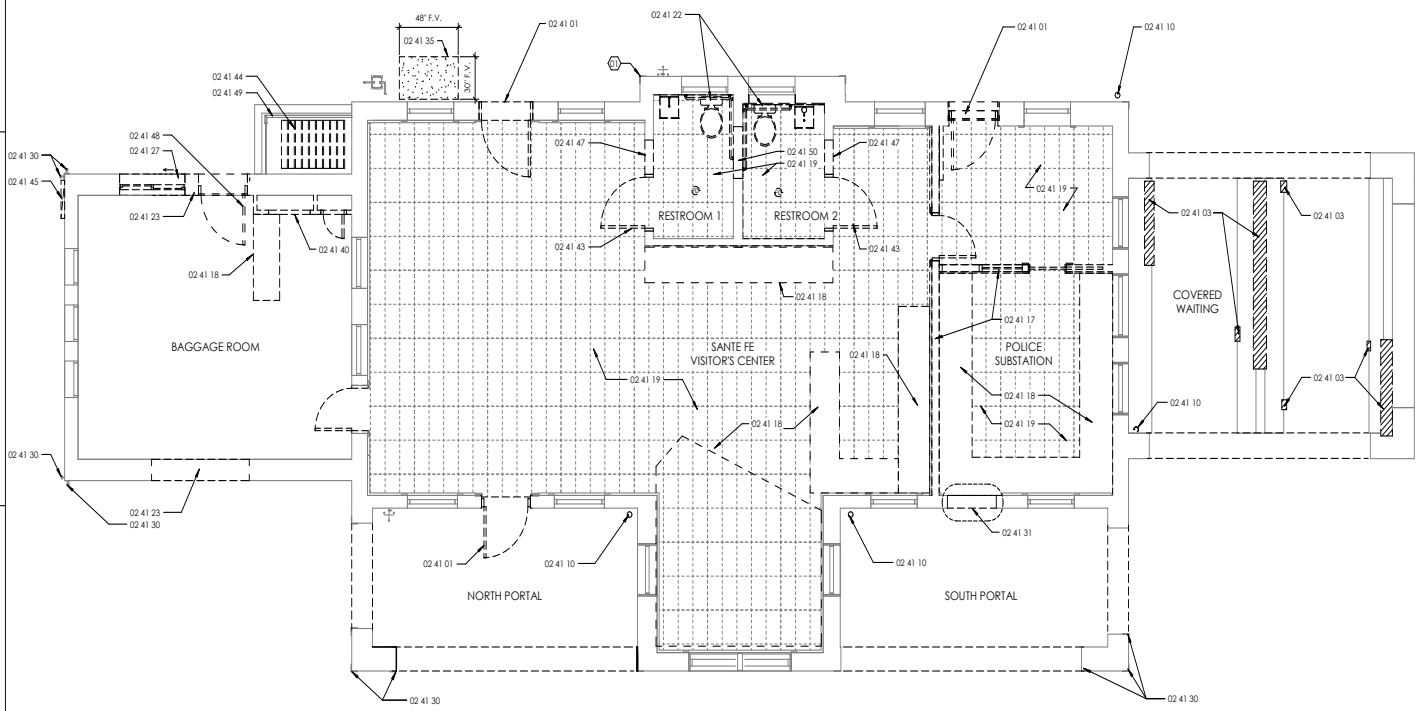
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MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	MS
CHECKED BY	BJF

Sheet Name
BASEMENT FLOOR PLAN - DEMOLITION

Sheet No.
AD-100
Sheet No. ___ of ___ Sheets



PLAN NORTH

0 2' 4' 8'

A1 MAIN LEVEL FLOOR PLAN - DEMOLITION
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE; FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. COORDINATE WORK WITH ALL OTHER DISCIPLINES.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 PROTECT EXISTING CORNER GUARD, UNO

REFERENCE NOTES

02 41 01	REMOVE DOOR; FRAME AND TRIM TO BE REPAIRED.
02 41 03	REMOVE DAMAGED AND/OR DETERIORATED PORTION OF CONCRETE BENCH IN PREPARATION FOR NEW. VERIFY SCOPE IN FIELD WITH ARCHITECT.
02 41 10	REMOVE DOWNSPOUT
02 41 17	REMOVE EXISTING PARTITION
02 41 18	REMOVE EXISTING MILLWORK
02 41 19	REMOVE EXISTING FLOORING TO SLAB IN PREPARATION FOR NEW WORK
02 41 22	REMOVE PLUMBING FIXTURES AND ALL ACCESSORIES
02 41 23	REMOVE INFILL WALL @ EXTERIOR (IN PREPARATION OF NEW WORK)
02 41 27	REMOVE WINDOW AND TRIM
02 41 30	REMOVE HISTORIC CORNER GUARD IN PREPARATION FOR NEW WORK. HOLD FOR REINSTALLATION
02 41 31	REMOVE NON-HISTORIC PORTION OF STUCCO FINISH
02 41 35	DEMOLISH PORTION OF SLAB FOR VENTILATION TO BASEMENT (OLD WINDOW WELL)
02 41 40	REMOVE WALLS & DOOR IN PREPARATION FOR NEW JANITOR'S CLOSET
02 41 43	REMOVE AND REPLACE DOOR, FRAME, & TRIM
02 41 44	REMOVE EXISTING GRATE (ADD ALTERNATE #5)
02 41 45	REMOVE EXISTING PHONE AND DATA; COORDINATE W/ ELECTRICAL
02 41 47	SALVAGE WAINSCOT AND TRIM AT PARTITION TO BE REMOVED
02 41 48	REMOVE DOOR, FRAME & TRIM
02 41 49	REMOVE FINISH IN PREPARATION FOR NEW PAINT
02 41 50	REMOVE PORTION OF WALL; COORDINATE WITH NEW PLUMBING WORK

LEGEND

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED

HOSE BIBB

GAS METER

ELECTRICAL METER

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STATE OF NEW MEXICO
BARBARA J. FELIX
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04/16/2021

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

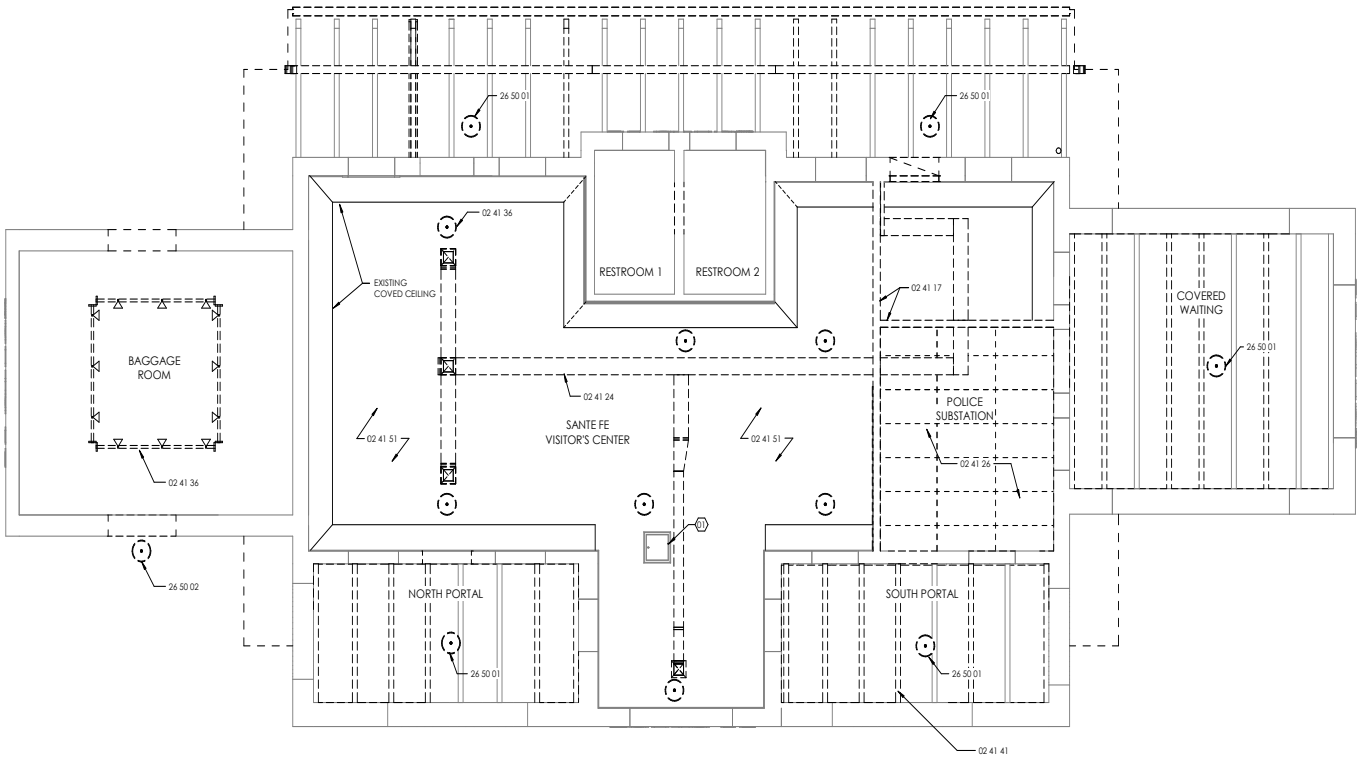
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	04/05/19	SD-OWNER
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PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

Sheet Name
FIRST FLOOR PLAN - DEMOLITION

Sheet No.
AD-101
Sheet No. ____ of ____ Sheets



A1 REFLECTED CEILING PLAN - DEMOLITION
1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE; FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. COORDINATE WORK WITH ALL OTHER DISCIPLINES.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 EXISTING ATTIC ACCESS

REFERENCE NOTES

02 41 17	REMOVE EXISTING PARTITION
02 41 24	REFER TO MECHANICAL DRAWINGS, PREP FOR PATCH AND REPAIR AS REQ'D
02 41 26	REMOVE EXISTING ACOUSTIC CEILING TILE AND GRID
02 41 36	REFER TO ELECTRICAL, PREP FOR PATCH AND REPAIR AS REQ'D
02 41 41	REMOVE DAMAGED WOOD BEAMS & DECKING. SEE SD-101.
02 41 51	REMOVE BLOWN-IN INSULATION AS REQ'D
26 50 01	HISTORIC LIGHT FIXTURE; RE-WIRE (TYP. AT EXTERIOR HANGING)
26 50 02	HISTORIC WALL MOUNT LIGHT FIXTURE; RE-WIRE

LEGEND

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/16/21

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

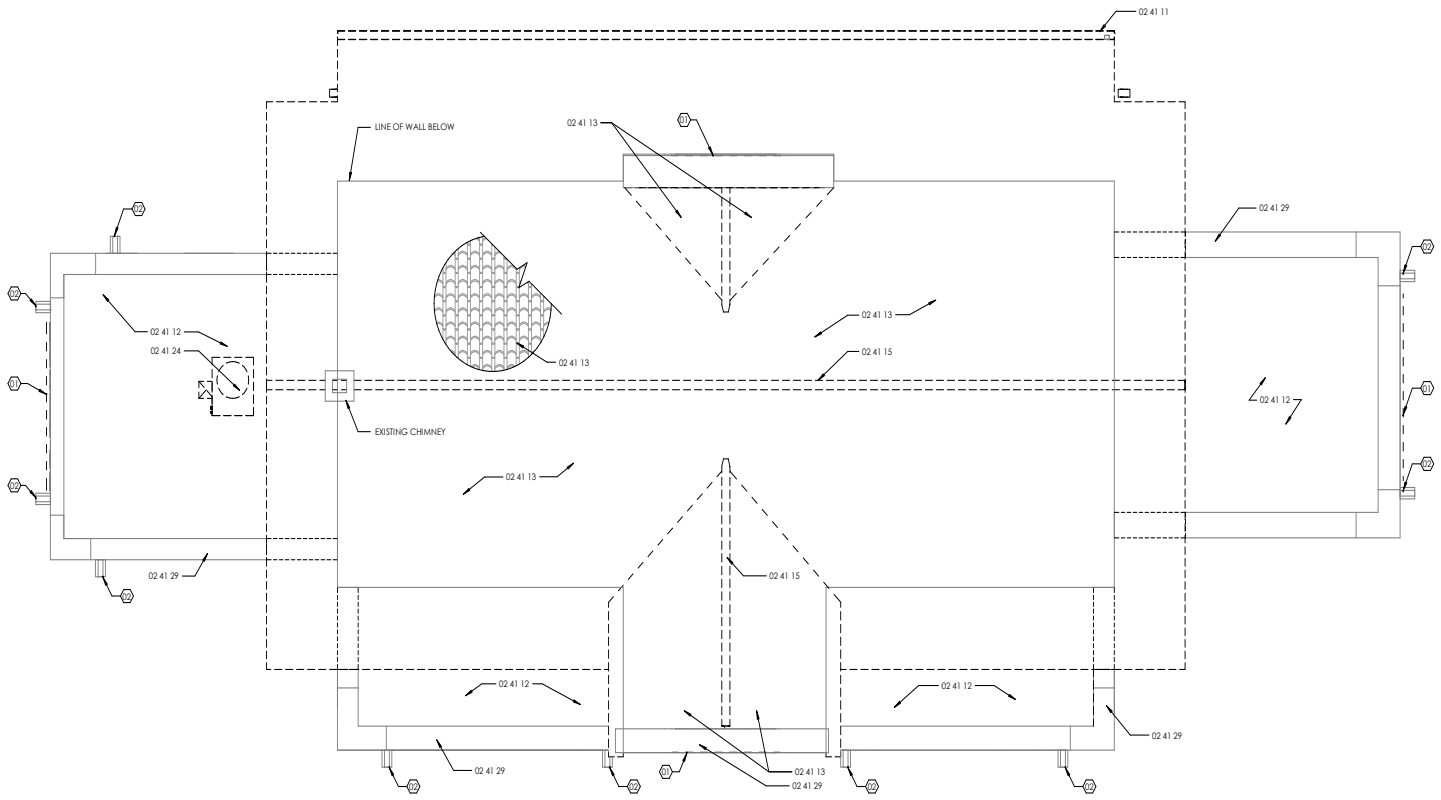
Sheet Name

REFLECTED CEILING PLAN-DEMOLITION

Sheet No.

AD-110

Sheet No. ____ of ____ Sheets



A1 ROOF PLAN -DEMOLITION
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE; FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. COORDINATE WORK WITH ALL OTHER DISCIPLINES.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 PROTECT EXISTING HISTORIC SIGNAGE
02 PROTECT EXISTING HISTORIC FAUX CANALE

REFERENCE NOTES

02 41 11 REMOVE GUTTER & DOWNSPOUT
02 41 12 REMOVE ROOF SYSTEM DOWN TO T&G DECK
02 41 13 REMOVE CLAY ROOF TILES; INSPECT AND REMOVE SUBSTRATE WHERE ROTTED
02 41 15 REMOVE CLAY TILE RIDGE
02 41 24 REFER TO MECHANICAL DRAWINGS, PREP FOR PATCH AND REPAIR AS REQ'D
02 41 29 REMOVE LOOSE AND DAMAGED STUCCO (TYP @ ALL PARAPETS)

LEGEND

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/16/21

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

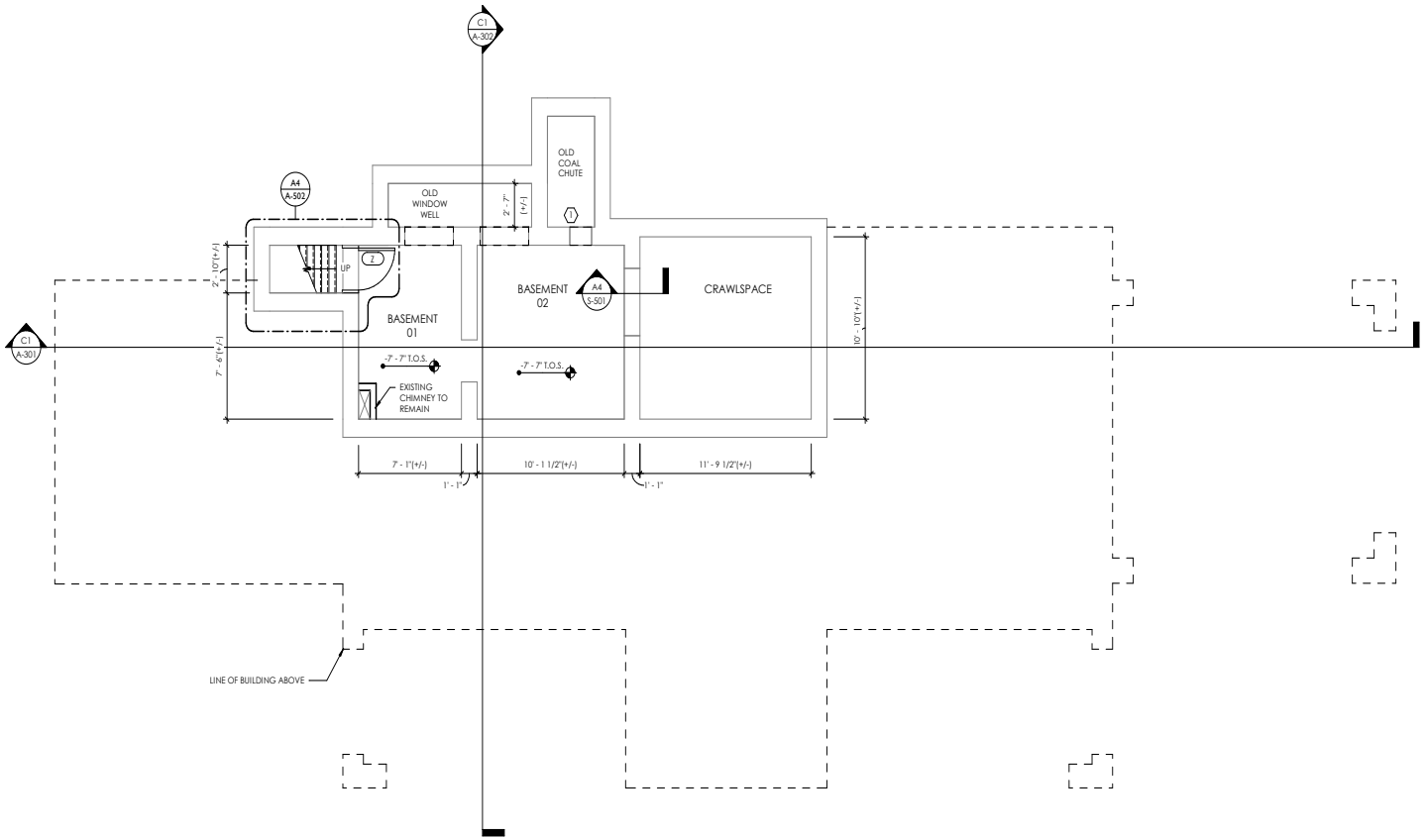
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MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

Sheet Name
ROOF PLAN - DEMOLITION

Sheet No.
AD-120
Sheet No. ____ of ____ Sheets



A1 BASEMENT FLOOR PLAN
1/4" = 1'-0"

PLAN NORTH

0 2' 4' 8'

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE AND TO BE FIELD VERIFIED PRIOR TO ANY WORK BEGINNING.
B. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

1 EXISTING (INACTIVE) RADIANT TUBING FOR FUTURE EXTERIOR SNOW MELT TO REMAIN.

REFERENCE NOTES

LEGEND

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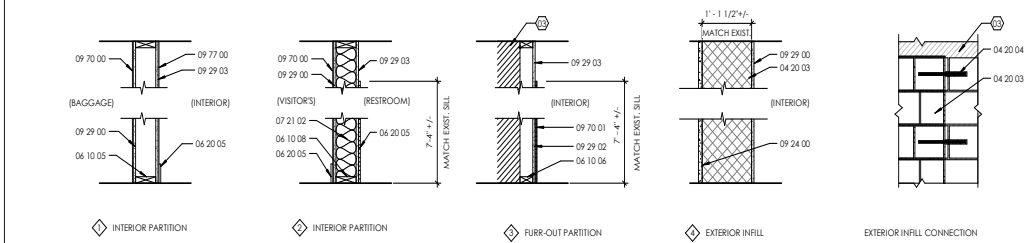
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	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

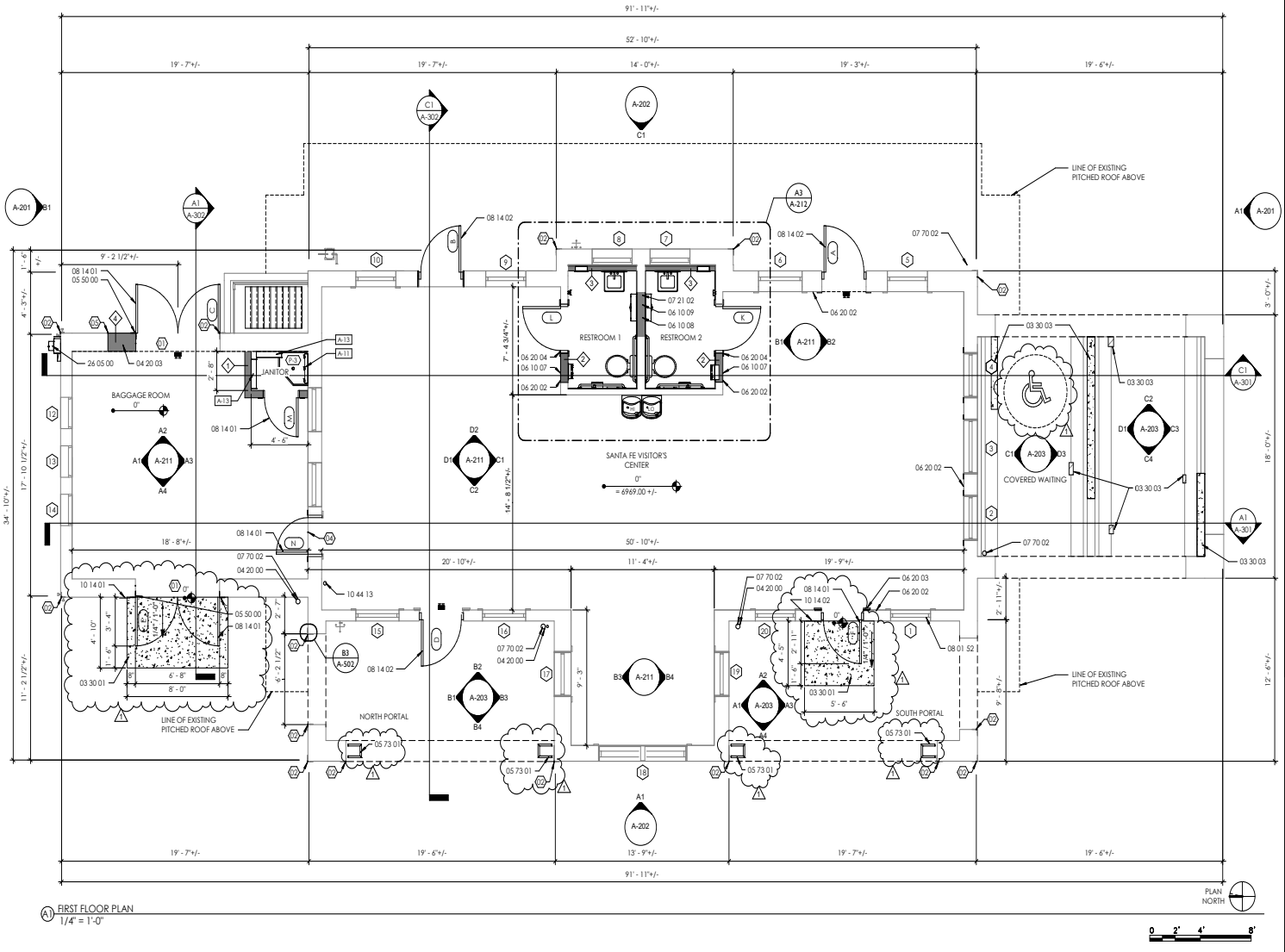
Sheet Name
BASEMENT FLOOR PLAN

Sheet No.
A-100
Sheet No. ___ of ___ Sheets



D1 WALL TYPES
3/4" = 1'-0"

0 1' 2' 3'



A1 FIRST FLOOR PLAN
1/4" = 1'-0"

0 2' 4' 8'

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDULE OF ALTERNATES.

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KEYED NOTES

01 EXPOSE EXISTING HEADER
02 PROTECT EXISTING CORNER GUARD, PAINT PER FINISH SCHEDULE
03 EXISTING CONSTRUCTION TO REMAIN
04 CHANGE IN FLOORING
05 SEE CONNECTION DETAIL, THIS SHEET

REFERENCE NOTES

03 30 01	NEW CONCRETE LANDING
03 30 03	REPAIR CONCRETE SURFACE TO MATCH EXISTING ADJACENT @ BENCH
04 20 00	REPAIR/REPLACE BRICK AS REQ'D FOR DRAIN WORK
04 20 03	CMU INFILL, GROUT SOLID
04 20 04	#5 REBAR, EPOXY INTO EXISTING 6" DEEP. EXTEND INTO K.O. BLOCK. 8" LAP W/ #5 IN BOND BLOCK. PLACE EVERY OTHER BLOCK.
05 50 00	NEW STEEL CORNER GUARD TO MATCH EXISTING
05 73 01	CANE DETECTABLE RAILING, 14" AFF (CONTINGENT UPON SHPO APPROVAL)
06 10 05	2x6, #1 DOUGLAS FIR
06 10 06	2x4, #1 DOUGLAS FIR
06 10 07	INFILL WALL TO MATCH EXISTING ADJACENT WIDTH. SEE D1/A-101
06 10 08	INFILL WALL TO MATCH EXISTING ADJACENT WIDTH
06 10 09	PROVIDE BLOCKING AS REQ'D FOR TOILET AND BATH ACCESSORIES, TYP.
06 20 02	ADD NEW WAINSCOT, TRIM, AND BASE TO MATCH EXISTING ADJACENT
06 20 03	ADD DOOR TRIM TO MATCH EXISTING ADJACENT
06 20 04	INSTALL SALVAGED DOOR TRIM OR REPLACE IN KIND
06 20 05	NEW WOOD WALL BASE TO MATCH EXISTING ADJACENT
07 21 02	PROVIDE SOUND BATT INSULATION AT WALL INFILL
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
08 01 52	REPAIR HISTORIC WOOD WINDOW (TYP. AT ALL)
08 14 01	NEW WOOD DOOR AND FRAME.
08 14 02	NEW WOOD DOOR IN EXISTING FRAME.
09 24 00	NEW CEMENTITIOUS STUCCO WITH PEBBLEDASH RENDER
09 29 00	5/8" GYPSUM BOARD
09 29 02	5/8" TILE BACKER BOARD
09 29 03	5/8" MOISTURE RESISTANT GYPSUM BOARD
09 70 00	PLASTER, PAINTED (MATCH EXISTING ADJACENT TEXTURE & FINISH)
09 70 01	CERAMIC TILE WAINSCOT
09 77 00	FIBERGLASS REINFORCED PANEL (FRP), FULL HEIGHT
10 14 01	ACCESSIBLE ENTRANCE DIRECTIONAL SIGN, MOUNTED PER ADA STANDARDS (RIGHT ARROW)
10 14 02	ACCESSIBLE ENTRANCE DIRECTIONAL SIGN, MOUNTED PER ADA STANDARDS (LEFT ARROW)
10 44 13	FIRE EXTINGUISHER ON WALL MOUNT BRACKET
26 05 00	NEW ELECTRICAL SERVICE

LEGEND

- EXISTING WALL
- NEW WALL
- (1) WINDOW - SEE A-600
- (A) DOOR - SEE A-600
- (A01) ACCESSORY - SEE SCHEDULE ON SHEET A-212
- (P-02) PLUMBING FIXTURE - SEE PLUMBING DRAWINGS
- HOSE BIBB
- GAS METER
- PHONE AND DATE
- EMERGENCY EXIT LIGHT
- ELECTRICAL METER

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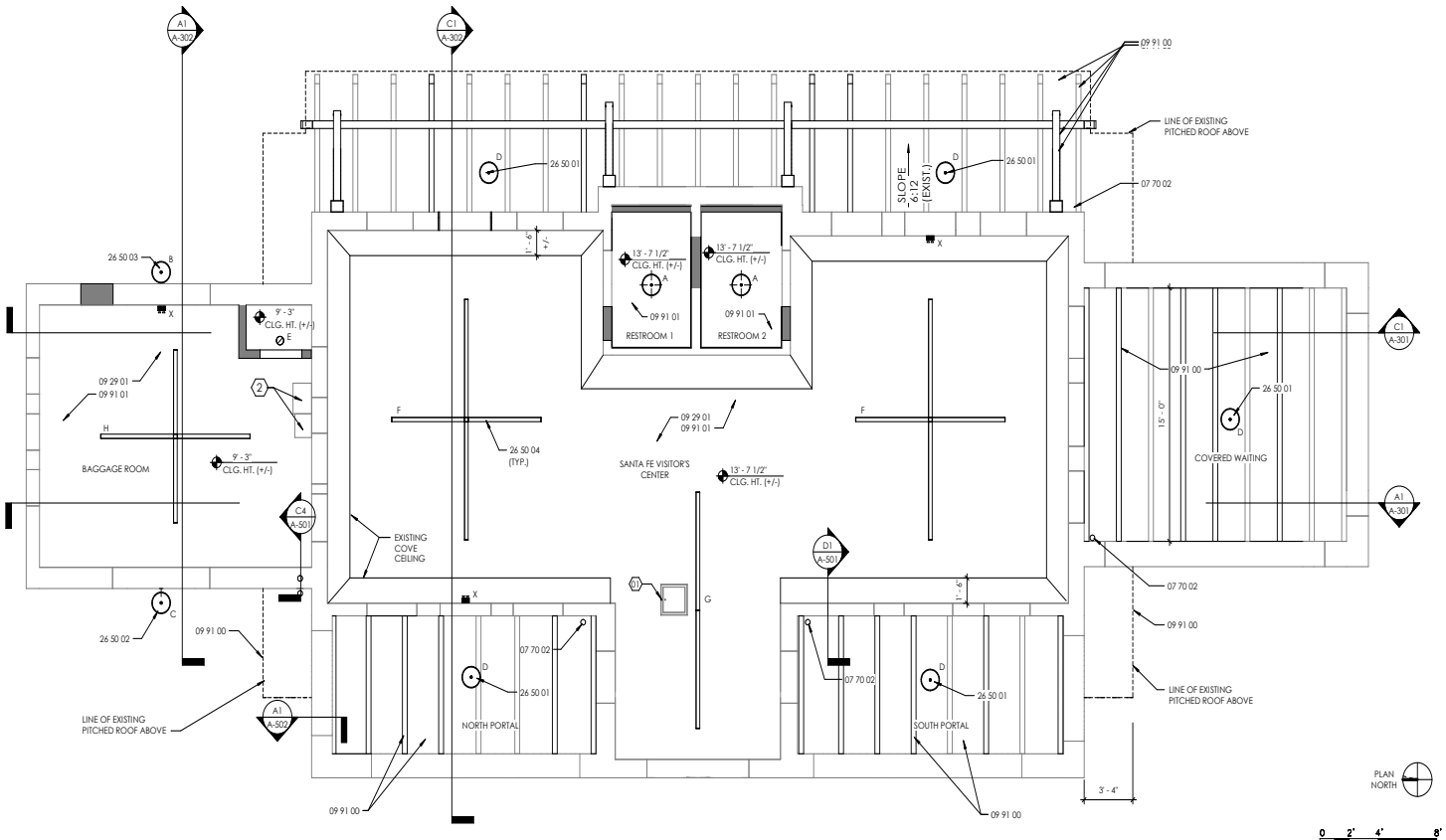
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PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

Sheet Name
FIRST FLOOR PLAN

Sheet No.
A-101
Sheet No. ____ of ____ Sheets



A1 REFLECTED CEILING PLAN
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

(1) EXISTING ATTIC ACCESS
(2) EXISTING FLUE/CHIMNEY

REFERENCE NOTES

07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
09 29 01	PATCH AND REPAIR CEILING AS REQ'D. MATCH ADJACENT FINISH.
09 91 00	PAINT EXPOSED DECKING AND BEAMS, SEE FINISH SCHEDULE.
09 91 01	PAINT CEILING, SEE FINISH SCHEDULE.
26 50 01	HISTORIC LIGHT FIXTURE; RE-WIRE (TYP. AT EXTERIOR HANGING)
26 50 02	HISTORIC WALL MOUNT LIGHT FIXTURE; RE-WIRE
26 50 03	NEW WALL MOUNT FIXTURE, SEE ELECTRICAL
26 50 04	NEW CEILING MOUNT FIXTURE, SEE ELECTRICAL

LEGEND

EXISTING WALL
NEW WALL
NEW STRUCTURE
EMERGENCY EXIT LIGHT

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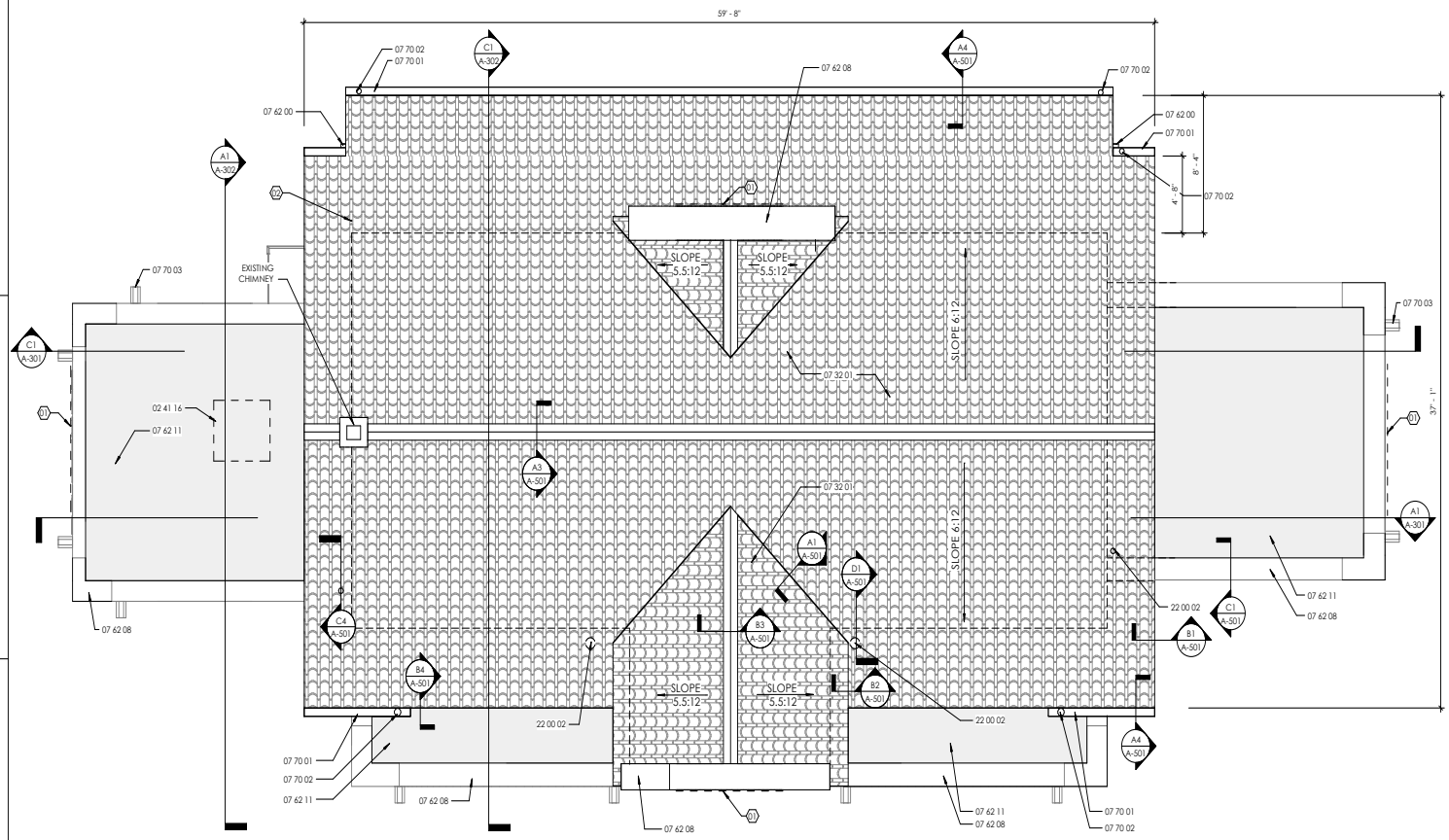
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PROJECT NO	18001
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DRAWN BY	RS, MS
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Sheet Name
REFLECTED CEILING PLAN

Sheet No.
A-110
Sheet No. ___ of ___ Sheets



PLAN NORTH

0 2' 4' 8'

A1 ROOF PLAN
1/4" = 1'-0"

GENERAL NOTES

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C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 PROTECT EXISTING HISTORIC SIGNAGE

02 OUTLINE OF EXISTING WALL BELOW

REFERENCE NOTES

02 41 16	PATCH AND REPAIR ALL POINTS OF ENTRY FROM DEMOLISHED HVAC EQUIPMENT
07 32 01	NEW CLAY TILE ROOF
07 62 00	NEW CUSTOM ZINC FLASHING AT TOPS OF EXPOSED WOOD BEAMS (TYP.)
07 62 08	METAL PARAPET COPING; PAINTED
07 62 11	NEW TPO ROOF MEMBRANE; 60 MIL FLEECEBACK OVER 5/8" MIN. DENSDECK
07 70 01	NEW 6" HALF ROUND ZINC GUTTER
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
07 70 03	PROTECT EXISTING CONCRETE FAUX CANALE (TYPICAL FOR ALL)
22 00 02	REPLACE ROOF DRAIN; ZURN Z181 OR EQUAL

LEGEND

NEW CLAY TILE ROOF

NEW MEMBRANE ROOF

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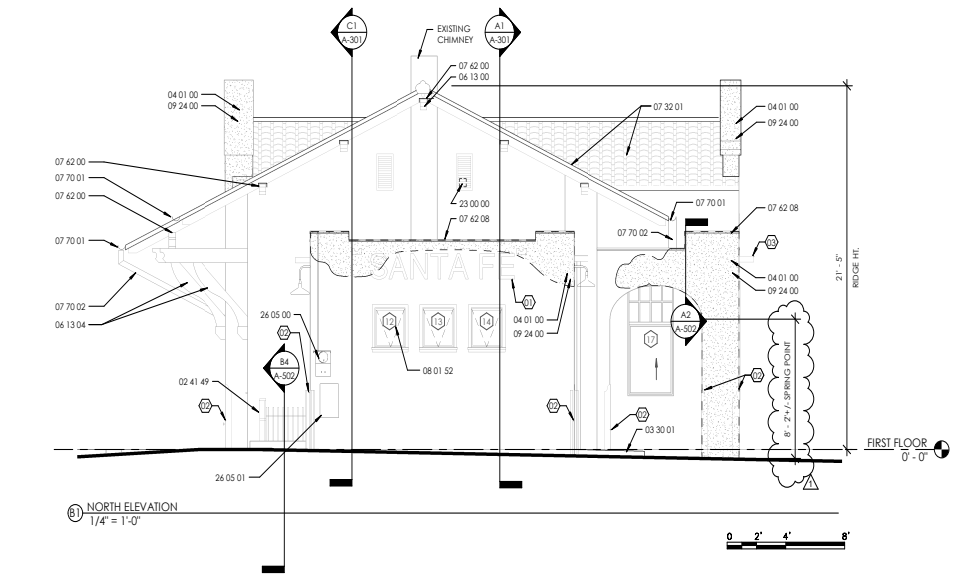
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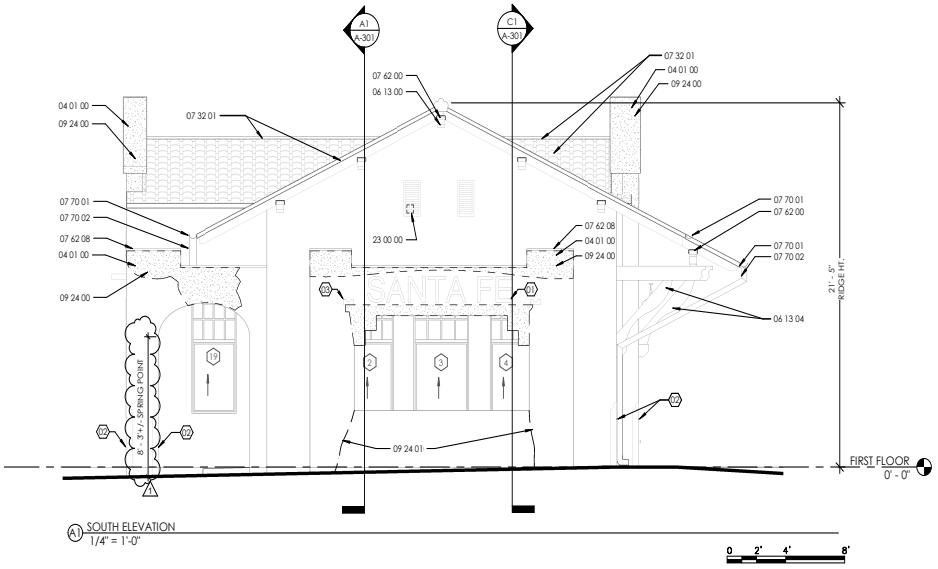
ROOF PLAN

Sheet No.

A-120

Sheet No. ____ of ____ Sheets





GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 KNOCK LOOSE PARTICLES OFF AND SEAL EXISTING HISTORIC SIGNAGE

02 PROTECT EXISTING CORNER GUARDS, PAINT UNO

03 PROTECT EXISTING CONCRETE FAUX CANALE, TYP.

REFERENCE NOTES

02 41 49	REMOVE FINISH IN PREPARATION FOR NEW PAINT
03 30 01	NEW CONCRETE LANDING
04 01 00	REPAIR BRICK/MORTAR
06 13 00	REPAIR NON-STRUCTURAL MEMBER WITH WOOD EPOXY AT ROTTED AREAS (TYP.)
06 13 04	REPLACE BEAM BRACKET MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE
07 32 01	NEW CLAY TILE ROOF
07 62 00	NEW CUSTOM ZINC FLASHING AT TOPS OF EXPOSED WOOD BEAMS (TYP.)
07 62 08	METAL PARAPET COPING; PAINTED
07 70 01	NEW 6" HALF ROUND ZINC GUTTER
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
08 01 52	REPAIR HISTORIC WOOD WINDOW (TYP., AT ALL)
09 24 00	NEW CEMENTITIOUS STUCCO WITH PEBBLEDASH RENDER
09 24 01	REPAIR CRACK @ STUCCO w/ LATH (TYP @ ALL CRACKS LARGER THAN 1/4"); PROVIDE PEBBLEDASH RENDER
23 00 00	COORDINATE ERV LOCATION W/ ARCHITECT AT HISTORIC ATTIC VENT
26 05 00	NEW ELECTRICAL SERVICE
26 05 01	NEW PHONE BOX/DATA BOX

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FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

Sheet Name

EXTERIOR ELEVATIONS - NORTH AND SOUTH

Sheet No.

A-201

Sheet No. ____ of ____ Sheets

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.

KEYED NOTES

01 PROTECT EXISTING CORNER GUARD

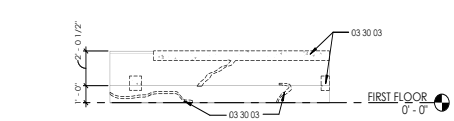
REFERENCE NOTES

03 30 01	NEW CONCRETE LANDING
03 30 02	SIDE FLARES, MATCH EXISTING GRADE AND NEW CONCRETE LANDING
03 30 03	REPAIR CONCRETE SURFACE TO MATCH EXISTING ADJACENT @ BENCH
04 01 00	REPAIR BRICK/MORTAR
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
09 24 00	NEW CEMENTITIOUS STUCCO WITH PEBBLEDASH RENDER
09 91 00	PAINT EXPOSED DECKING AND BEAMS, SEE FINISH SCHEDULE.

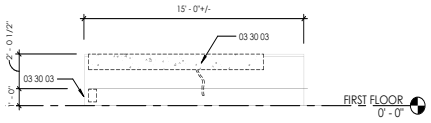
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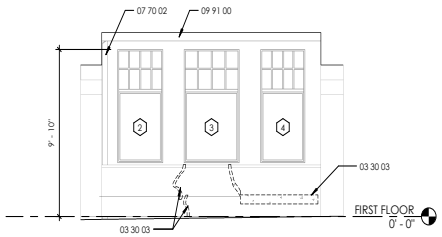
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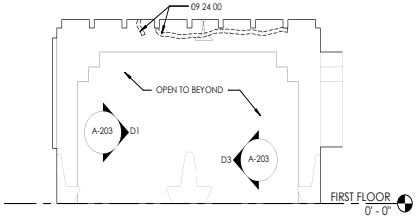
D1 OPEN WAITING - NORTH CENTRAL BENCH (NORTH SIDE)
1/4" = 1'-0"



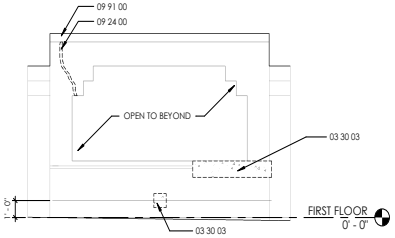
D3 OPEN WAITING - NORTH-CENTRAL- BENCH (SOUTH SIDE)
1/4" = 1'-0"



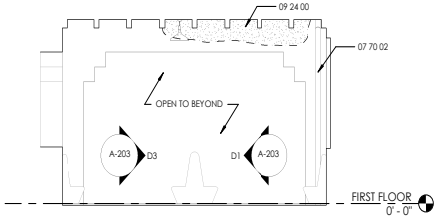
C1 OPEN WAITING - NORTH
1/4" = 1'-0"



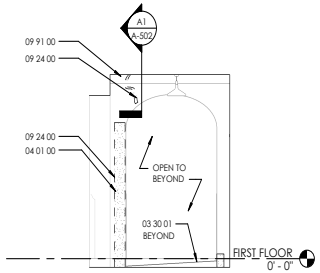
C2 OPEN WAITING - EAST
1/4" = 1'-0"



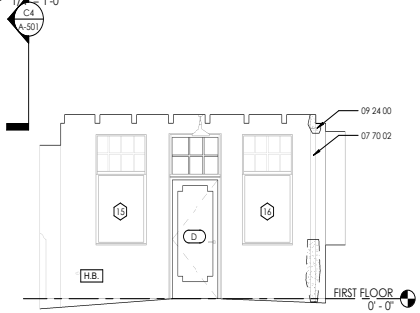
C3 OPEN WAITING - SOUTH
1/4" = 1'-0"



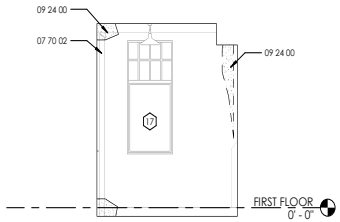
C4 OPEN WAITING - WEST
1/4" = 1'-0"



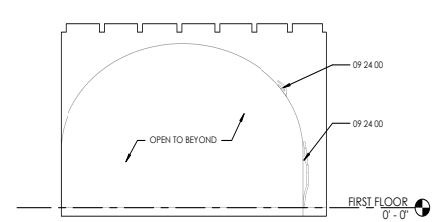
B1 NORTH PORTAL - NORTH
1/4" = 1'-0"



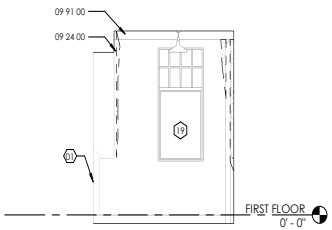
B2 NORTH PORTAL - EAST
1/4" = 1'-0"



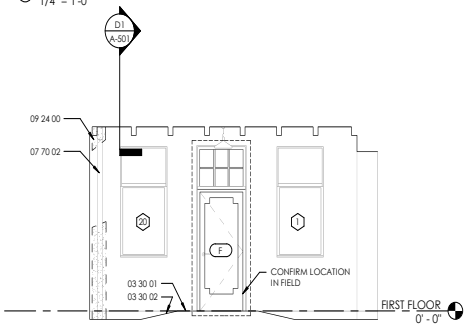
B3 NORTH PORTAL - SOUTH
1/4" = 1'-0"



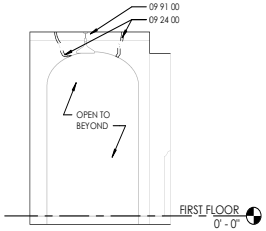
B4 NORTH PORTAL - WEST
1/4" = 1'-0"



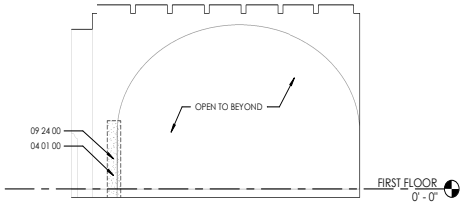
A1 SOUTH PORTAL - NORTH
1/4" = 1'-0"



A2 SOUTH PORTAL - EAST
1/4" = 1'-0"



A3 SOUTH PORTAL - SOUTH
1/4" = 1'-0"



A4 SOUTH PORTAL - WEST
1/4" = 1'-0"

0 2' 4' 8'

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS
CHECKED BY	BJF

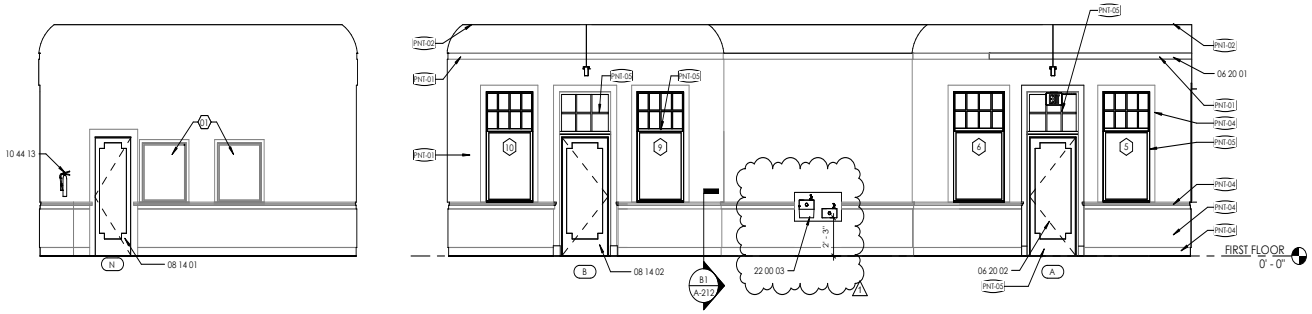
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EXTERIOR ELEVATIONS - PORTALS

Sheet No.

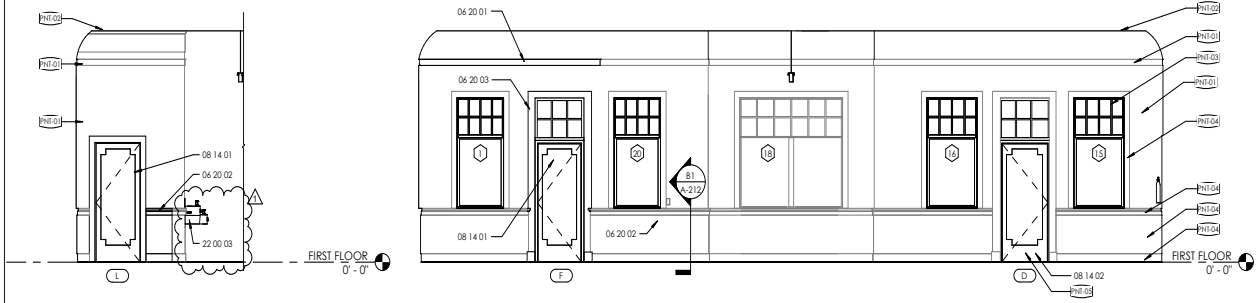
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Sheet No. ____ of ____ Sheets



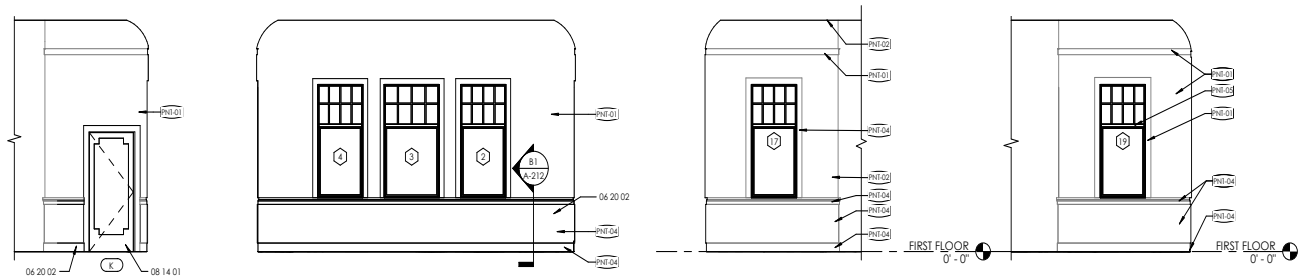
D1 VISITOR CENTER - NORTH
1/4" = 1'-0"

D2 VISITOR CENTER - EAST
1/4" = 1'-0"



C1 VISITOR CENTER - SOUTH
1/4" = 1'-0"

C2 VISITOR CENTER - WEST
1/4" = 1'-0"

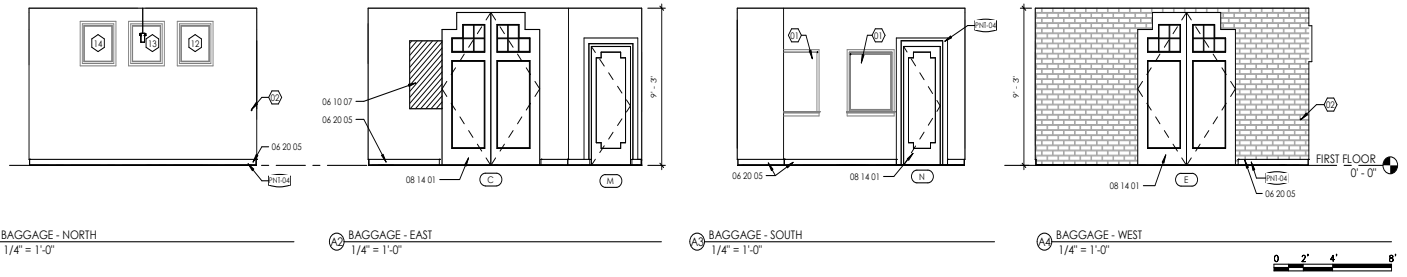


B1 VISITOR - NORTH
1/4" = 1'-0"

B2 VISITOR - SOUTH
1/4" = 1'-0"

B3 VISITOR 2 - NORTH
1/4" = 1'-0"

B4 VISITOR 2 - SOUTH
1/4" = 1'-0"



A1 BAGGAGE - NORTH
1/4" = 1'-0"

A2 BAGGAGE - EAST
1/4" = 1'-0"

A3 BAGGAGE - SOUTH
1/4" = 1'-0"

A4 BAGGAGE - WEST
1/4" = 1'-0"

0 2' 4' 8'

GENERAL NOTES

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B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDULE OF ALTERNATES.

KEYED NOTES

01 EXISTING WINDOW INFILL TO REMAIN

02 EXISTING BRICK TO REMAIN

REFERENCE NOTES

06 10 07	INFILL WALL TO MATCH EXISTING ADJACENT WIDTH. SEE D1/A-101
06 20 01	NEW CEILING MOULDING TO MATCH EXISTING ADJACENT
06 20 02	ADD NEW WAINSCOT, TRIM, AND BASE TO MATCH EXISTING ADJACENT
06 20 03	ADD DOOR TRIM TO MATCH EXISTING ADJACENT
06 20 05	NEW WOOD WALL BASE TO MATCH EXISTING ADJACENT
08 14 01	NEW WOOD DOOR AND FRAME.
08 14 02	NEW WOOD DOOR IN EXISTING FRAME.
10 44 13	FIRE EXTINGUISHER ON WALL MOUNT BRACKET
22 00 03	NEW DUAL STATION DRINKING FOUNTAIN w/CANE APRON (ADA COMPLIANT)

LEGEND

1 WINDOW - SEE A-600
A DOOR - SEE A-600
2 FINISH - SEE A-610

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410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

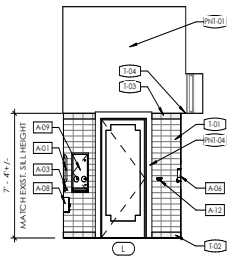
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	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

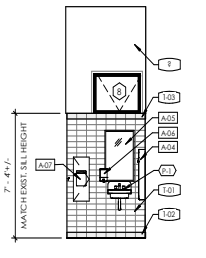
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INTERIOR ELEVATIONS

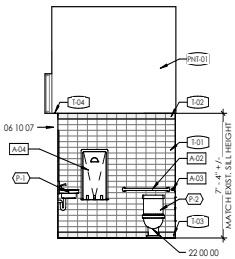
Sheet No.
A-211
Sheet No. ____ of ____ Sheets



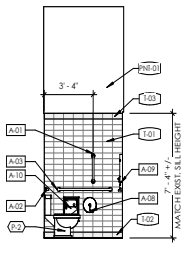
D1 BATH 1 - NORTH
1/4" = 1'-0"



D2 BATH 1 - EAST
1/4" = 1'-0"

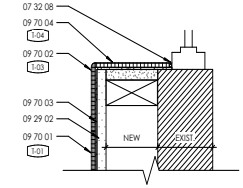


D3 BATH 1 - SOUTH
1/4" = 1'-0"

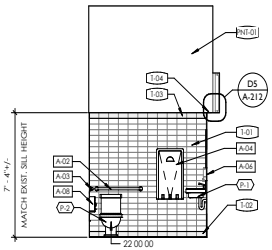


D4 BATH 1 - WEST
1/4" = 1'-0"

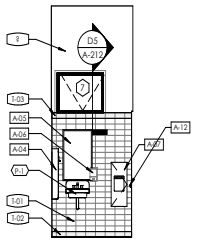
ACCESSORY SCHEDULE	
MARK	DESCRIPTION
A-01	GRAB BAR - 18"
A-02	GRAB BAR - 36"
A-03	GRAB BAR - 42"
A-04	BABY CHANGING STATION
A-05	MIRROR
A-06	SOAP DISPENSER
A-07	COMBO TOWEL + WASTE UNIT
A-08	TOILET TISSUE DISPENSER, OFCI
A-09	FEMININE PRODUCT DISPENSER
A-10	FEMININE PRODUCT DISPOSAL
A-11	MOP AND BROOM HOLDER
A-12	DOUBLE ROBE HOOK
A-13	STAINLESS STEEL SHELF



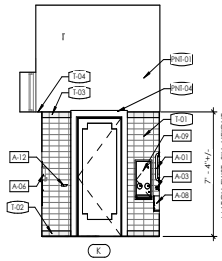
D5 TILE AT WINDOW SILL
3" = 1'-0"



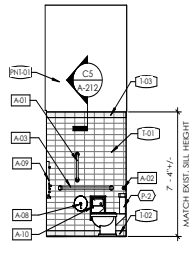
C1 BATH 2 - NORTH
1/4" = 1'-0"



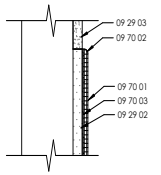
C2 BATH 2 - EAST
1/4" = 1'-0"



C3 BATH 2 - SOUTH
1/4" = 1'-0"



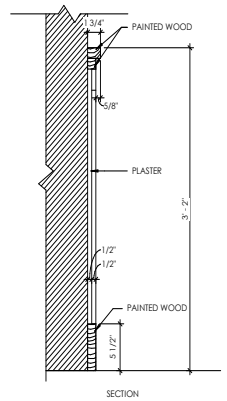
C4 BATH 2 - WEST
1/4" = 1'-0"



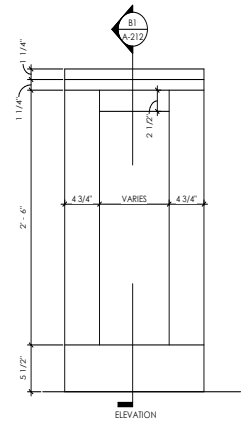
C5 TILE WAINSCOT DETAIL
3" = 1'-0"

0 1'

0 2' 4' 8'

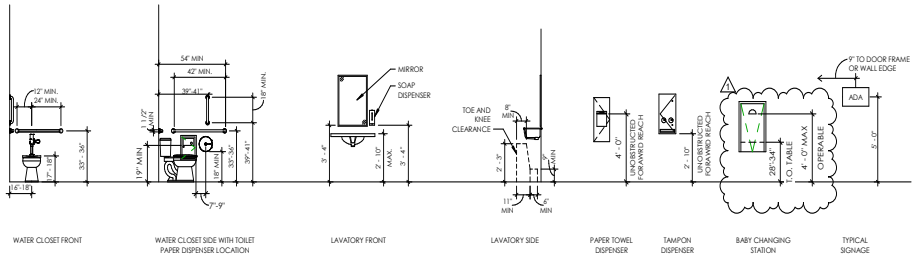


B1 WAINSCOT DETAIL - F.V. TO MATCH EXISTING
1 1/2" = 1'-0"



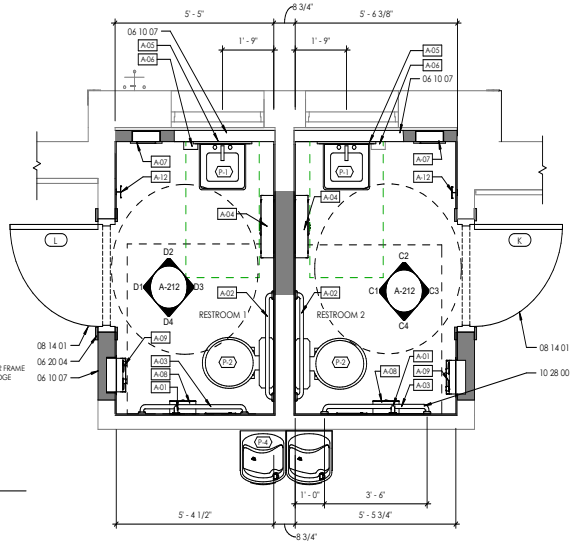
B2 WAINSCOT PANEL ELEVATION - F.V. TO MATCH EXIST.
1 1/2" = 1'-0"

0 1' 2'



A1 ADA MOUNTING HEIGHTS
1/4" = 1'-0"

0 2' 4' 8'



A2 ENLARGED RESTROOM PLAN
1/2" = 1'-0"

0 1' 2' 4'

GENERAL NOTES

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C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDULE OF ALTERNATES.

KEYED NOTES

REFERENCE NOTES

06 10 07	INFILL WALL TO MATCH EXISTING ADJACENT WIDTH. SEE D1/A-101
06 20 04	INSTALL SALVAGED DOOR TRIM OR REPLACE IN KIND
07 32 08	SEALANT
08 14 01	NEW WOOD DOOR AND FRAME.
09 29 02	5/8" TILE BACKER BOARD
09 29 03	5/8" MOISTURE RESISTANT GYPSUM BOARD
09 70 01	CERAMIC TILE WAINSCOT
09 70 02	BULLNOSE TILE
09 70 03	MORTAR BED
09 70 04	CONTINUE TILE INTO WINDOW SILL
10 28 00	NEW BATH ACCESSORIES (TOILET PAPER, WASTE, GRAB BARS, PAPER TOWEL)
22 00 00	NEW PLUMBING FIXTURES TOILET, SINK, DRAIN (ADA COMPLIANT), SEE SCHEDULE, SHEET P-501

LEGEND

1 WINDOW - SEE A-600
A DOOR - SEE A-600
9 FINISH - SEE A-610

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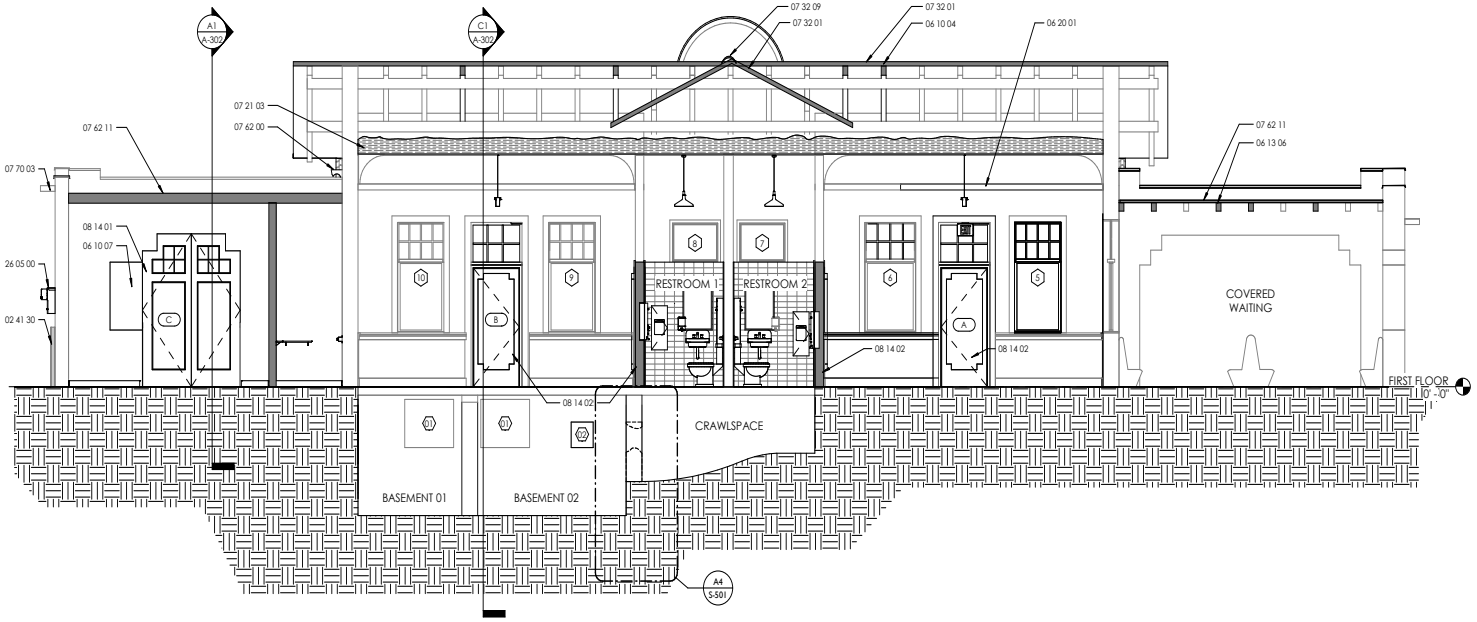
ISSUED

MARK	DATE	DESCRIPTION
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	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

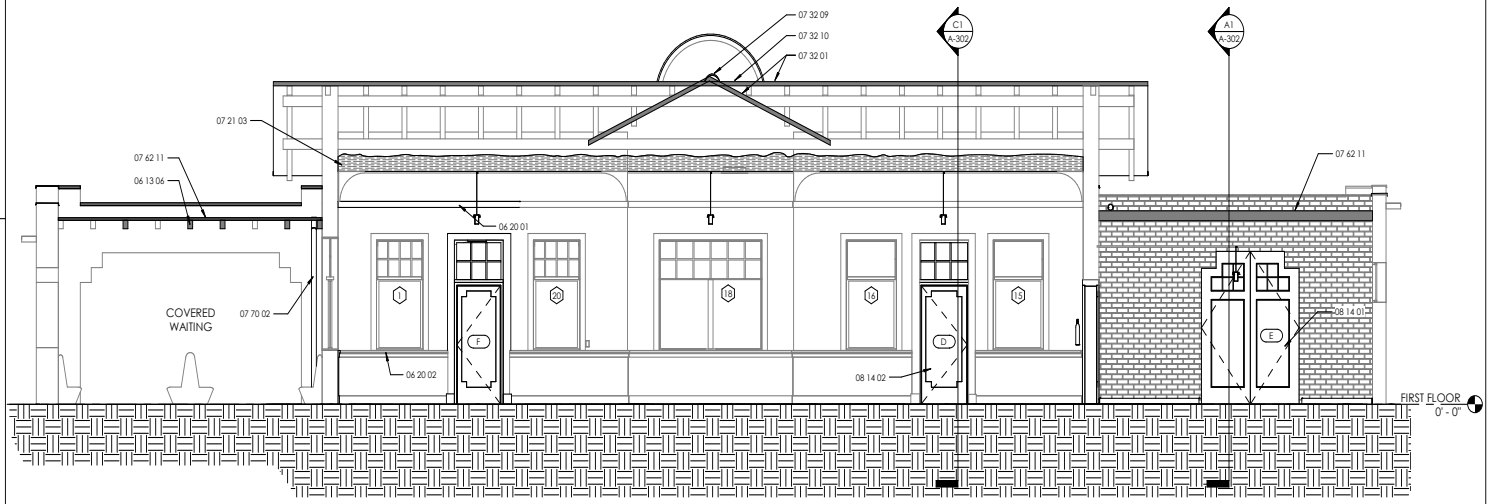
Sheet Name
INTERIOR ELEVATIONS

Sheet No.
A-212
Sheet No. ____ of ____ Sheets



C1 BUILDING SECTION - TOWARDS EAST
1/4" = 1'-0"

0 2' 4' 8'



A1 BUILDING SECTION - TOWARDS NORTH
1/4" = 1'-0"

0 2' 4' 8'

GENERAL NOTES

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B. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

01 EXISTING WINDOW WELL OPENING
02 EXISTING COAL CHUTE OPENING

REFERENCE NOTES

02 41 30	REMOVE HISTORIC CORNER GUARD IN PREPARATION FOR NEW WORK. HOLD FOR REINSTALLATION
06 10 04	NEW OR MODIFIED RAFTER
06 10 07	INFILL WALL TO MATCH EXISTING ADJACENT WIDTH. SEE D1/A-101
06 13 06	NEW BEAM TO REPLACE EXISTING. MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE – SEE DETAIL SHEET S-501
06 20 01	NEW CEILING MOULDING TO MATCH EXISTING ADJACENT
06 20 02	ADD NEW WAINSCOT, TRIM, AND BASE TO MATCH EXISTING ADJACENT
07 21 03	SPRAY APPLIED CELLULOSIC INSULATION; R-38 MIN.
07 32 01	NEW CLAY TILE ROOF
07 32 09	CIRCULAR COVER HIP
07 32 10	CIRCULAR COVER RIDGE
07 62 00	NEW CUSTOM ZINC FLASHING AT TOPS OF EXPOSED WOOD BEAMS (TYP.)
07 62 11	NEW TPO ROOF MEMBRANE; 60 MIL FLEECEBACK OVER 5/8" MIN. DENSDECK
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
07 70 03	PROTECT EXISTING CONCRETE FAUX CANALE (TYPICAL FOR ALL)
08 14 01	NEW WOOD DOOR AND FRAME.
08 14 02	NEW WOOD DOOR IN EXISTING FRAME.
26 05 00	NEW ELECTRICAL SERVICE

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/17/2019

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

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DRAWN BY	RS,MS
CHECKED BY	BJF

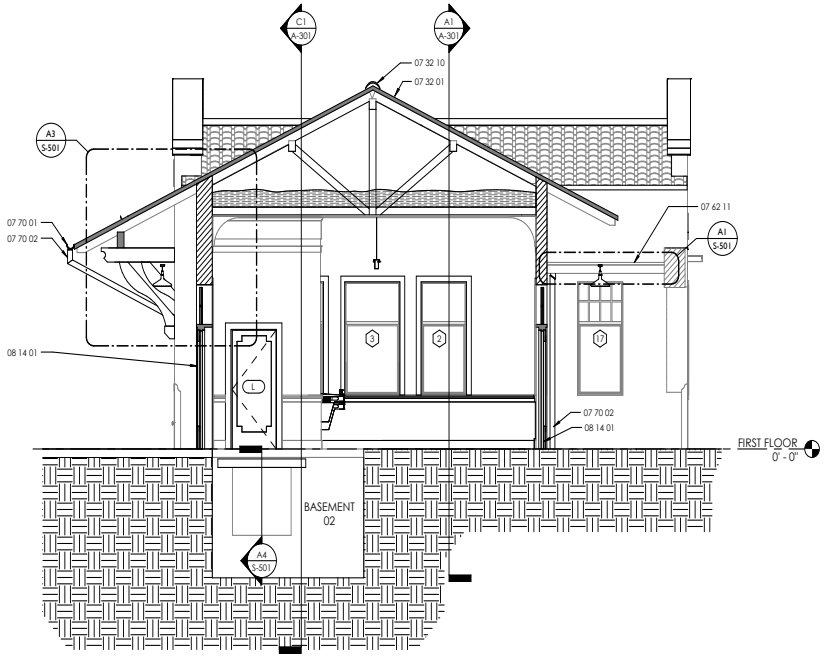
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BUILDING SECTIONS

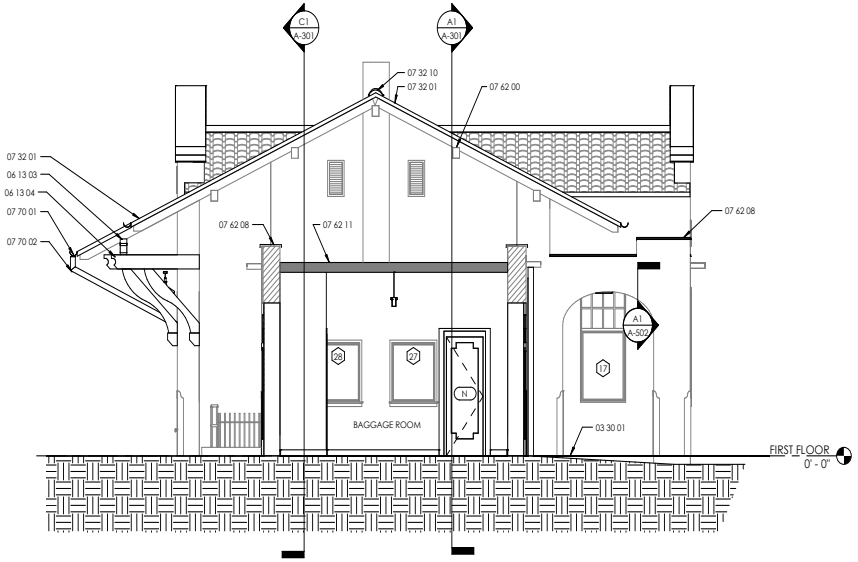
Sheet No.

A-301

Sheet No. ____ of ____ Sheets



C1 MAIN BUILDING SECTION
1/4" = 1'-0"



A1 BAGGAGE SECTION
1/4" = 1'-0"

0 2' 4' 8'

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C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

KEYED NOTES

REFERENCE NOTES

03 30 01	NEW CONCRETE LANDING
06 13 03	NEW WOOD BEAM, APPROX. 6x12 (MATCH EXISTING HISTORIC DIMENSIONS)
06 13 04	REPLACE BEAM BRACKET MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE
07 32 01	NEW CLAY TILE ROOF
07 32 10	CIRCULAR COVER RIDGE
07 62 00	NEW CUSTOM ZINC FLASHING AT TOPS OF EXPOSED WOOD BEAMS (TYP.)
07 62 08	METAL PARAPET COPING; PAINTED
07 62 11	NEW TPO ROOF MEMBRANE; 60 MIL FLEECEBACK OVER 5/8" MIN. DENSDECK
07 70 01	NEW 6" HALF ROUND ZINC GUTTER
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
08 14 01	NEW WOOD DOOR AND FRAME.

LEGEND

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/16/2021

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SANTA FE, NM 87501

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PROJECT NO	18001
FILE NAME	
DRAWN BY	RS, MS
CHECKED BY	BJF

Sheet Name
BUILDING SECTIONS

Sheet No.
A-302
Sheet No. ____ of ____ Sheets

GENERAL NOTES

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C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDULE OF ALTERNATES.

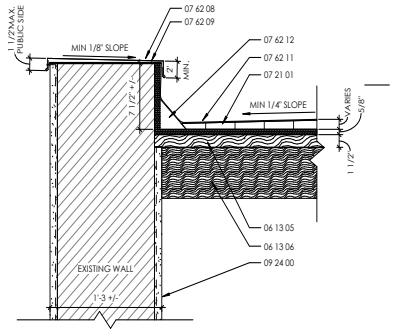
KEYED NOTES

(1) EXISTING WALL

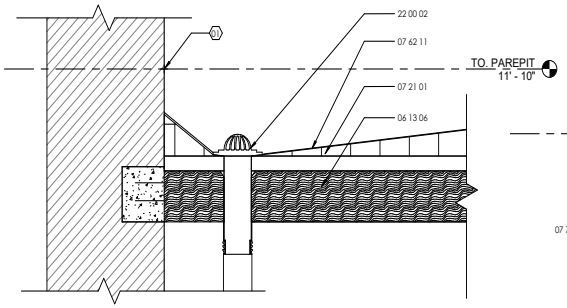
REFERENCE NOTES

02 41 32	EXISTING FASCIA
04 20 01	TYPE 'M' MORTAR
06 10 01	3/4" PLYWOOD DECKING, IN PREPARATION OF NEW ROOFING.
06 10 02	P.T. WOOD NAILING STRIP
06 10 03	2"x PROPER HEIGHT FOUNDATION GRADE HIP STRINGER
06 13 05	REPLACE PORTION OF WOOD DECKING IN KIND (MATCH HISTORIC DIMENSIONS)
06 13 06	NEW BEAM TO REPLACE EXISTING, MATCH EXISTING HISTORIC DIMENSIONS AND PROFILE – SEE DETAIL SHEET S-501
07 21 01	RIGID INSULATION, TAPER TO 1/4" PER FOOT MIN. SLOPE
07 32 01	NEW CLAY TILE ROOF
07 32 02	6" STRIP OF HIGH TEMP SELF-ADHERING MODIFIED BITUMEN MEMBRANE
07 32 03	EAVE CLOSURE
07 32 04	FORMED DRIP EDGE W/ 1/2" HEM
07 32 05	SPANISH ROLLED RAKE
07 32 06	13 1/4" SPANISH END BAND TILE
07 32 07	REQ'D FASTENERS
07 32 08	SEALANT
07 32 10	CIRCULAR COVER RIDGE
07 32 11	RIDGE RISER
07 32 12	TOP FIXTURE
07 32 13	ICE AND WATER SHIELD UNDERLAYMENT
07 62 01	CHANNEL FLASHING
07 62 02	TERMINATION BAR
07 62 03	COPPER CLEAT 8"-24" O.C. BEND OVER FASTENER
07 62 04	16 OZ. ZINC COATED VALLEY FLASHING
07 62 05	VENTED RIDGE CAP FLASHING
07 62 06	VENT FLASHING
07 62 07	COPPER INSECT SCREEN
07 62 08	METAL PARAPET COPING; PAINTED
07 62 09	TPO MEMBRANE OVER THE TOP OF THE PARAPET
07 62 10	TPO SCUPPER; OVERLAP INTO DOWNSPOUT
07 62 11	NEW TPO ROOF MEMBRANE; 60 MIL FLEECEBACK OVER 5/8" MIN. DENSDECK
07 62 12	CANT STRIP
07 70 01	NEW 6" HALF ROUND ZINC GUTTER
07 70 02	NEW 4" ROUND ZINC DOWNSPOUT
09 24 00	NEW CEMENTITIOUS STUCCO WITH PEBBLEDASH RENDER
22 00 02	REPLACE ROOF DRAIN; ZURN Z181 OR EQUAL

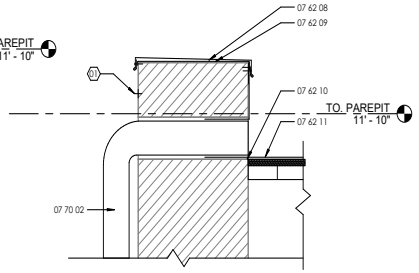
LEGEND



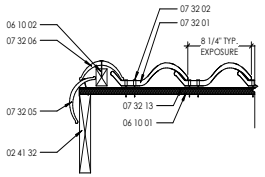
C1 PARAPET DETAIL - NEW
1 1/2" = 1'-0"



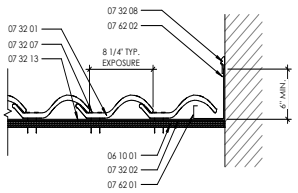
D1 PORTAL ROOF DRAIN
1 1/2" = 1'-0"



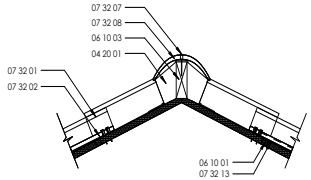
C2 SECTION AT DOWNSPOUT
1 1/2" = 1'-0"



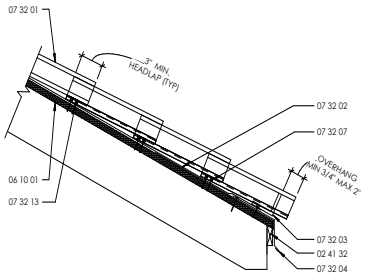
B1 SECTION AT RAKE EDGE WITH ROLLED RAKE
1 1/2" = 1'-0"



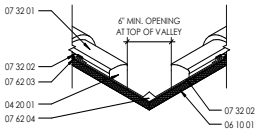
B2 SECTION AT SIDE WALL
1 1/2" = 1'-0"



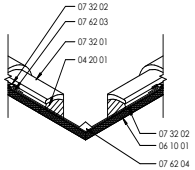
B3 SECTION AT CIRCULAR COVER HIP
1 1/2" = 1'-0"



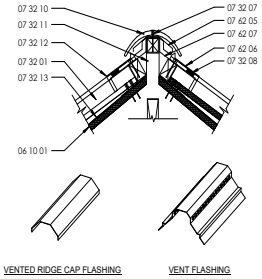
B4 SECTION AT EAVE
1 1/2" = 1'-0"



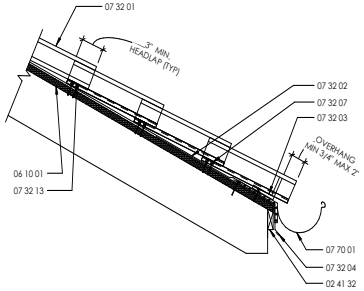
A1 SECTION AT CLOSED VALLEY
1 1/2" = 1'-0"



A2 SECTION AT FIELD CUT VALLEY
1 1/2" = 1'-0"



A3 SECTION AT CIRCULAR COVER VENTED RIDGE WITH TOP FIXTURE
1 1/2" = 1'-0"



A4 SECTION AT EAVE W/ GUTTER
1 1/2" = 1'-0"

0 1' 2'

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
08/17/2021

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO.	18001
FILE NAME	
DRAWN BY	MS
CHECKED BY	BJF

Sheet Name
ROOF DETAILS

Sheet No.
A-501
Sheet No. ____ of ____ Sheets

GENERAL NOTES

A. ALL DIMENSIONS ARE APPROXIMATE. FIELD VERIFY PRIOR TO ANY WORK BEGINNING.
B. DETAILS OF HISTORIC FRAMING TO BE REPLACED ARE FOR REFERENCE ONLY. FIELD VERIFY AND REPLACE IN KIND.
C. REFER TO SPECIFICATION SECTION 01 23 00 FOR SCHEDLE OF ALTERNATES.

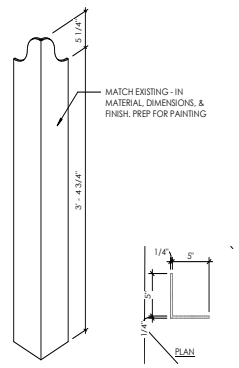
KEYED NOTES

1 EXISTING CONCRETE CURB TO REMAIN
2 EXISTING WALL

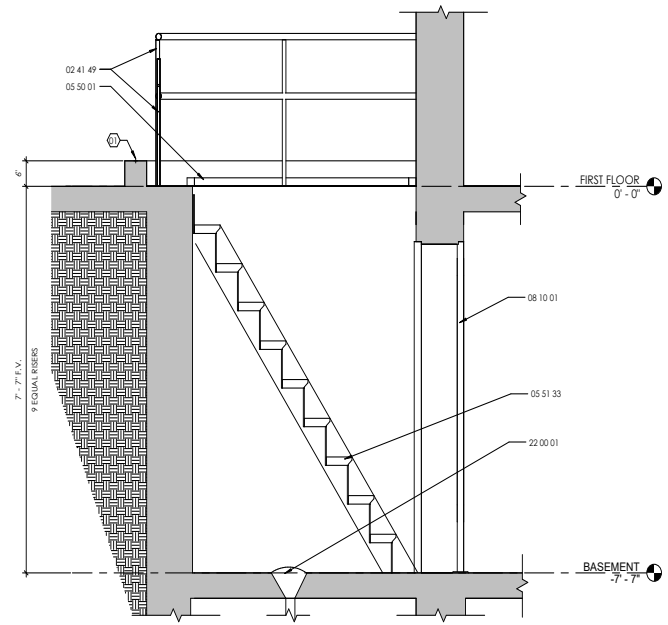
REFERENCE NOTES

02 41 33	REMOVE ALL LOOSE AND BROKEN BRICKS
02 41 49	REMOVE FINISH IN PREPARATION FOR NEW PAINT
04 20 02	SOLID BRICK W/ TYPE S MORTAR; 3 PARTS #8 MASONRY SAND TO 1 PART LIME PUTTY MIXED TO A CREAMY CONSISTANCY
05 50 01	NEW SECURITY GATE (INSTALL HORIZONTAL AT TOP OF STAIRS)
05 51 33	NEW PREFABRICATED ALUMINUM STAIRS
08 10 01	NEW LOUVERED STEEL DOOR AND STEEL FRAME IN EXISTING DOOR OPENING
09 24 00	NEW CEMENTITIOUS STUCCO WITH PEBBLEDASH RENDER
22 00 01	EXTERIOR DRAIN, SEE PLUMBING DRAWINGS

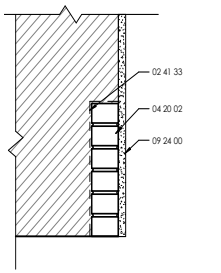
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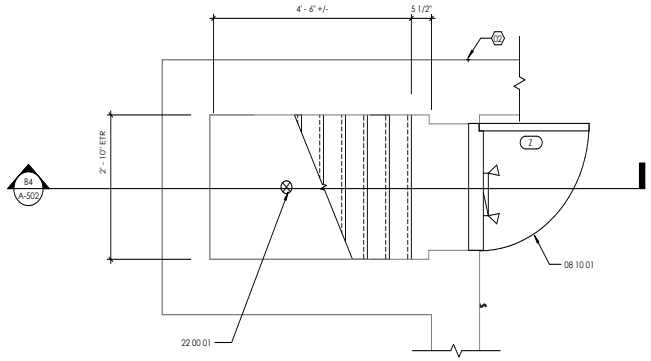
B2 CORNER GUARD - F.V. TO MATCH EXISTING



B4 STAIR SECTION
3/4" = 1'-0"
0 1' 2' 3'



A2 BRICK REPAIR - TYP. AT ALL LOCATIONS
1 1/2" = 1'-0"
0 1' 2'



A4 BASEMENT STAIR PLAN
3/4" = 1'-0"
0 1' 2' 3'

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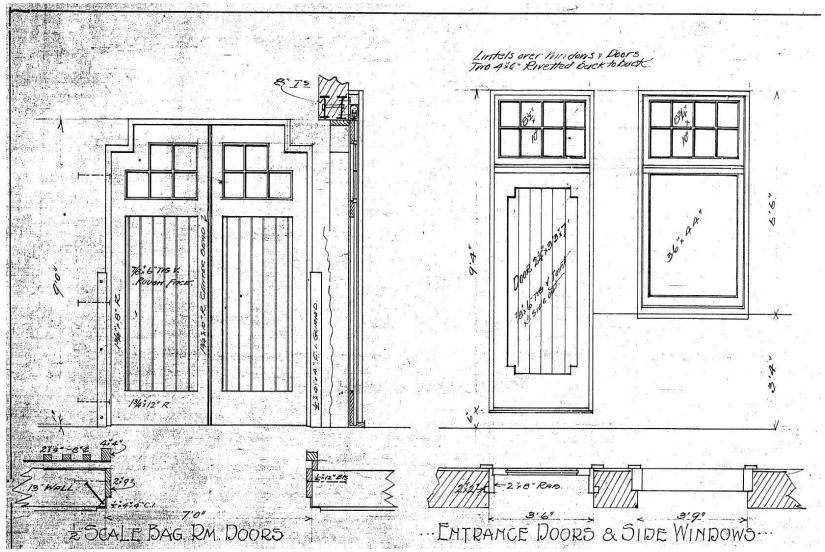
ISSUED

MARK	DATE	DESCRIPTION
	Date TBD	ADDENDUM 01
	05/24/19	DESIGN DEVELOPMENT
	04/05/19	SD-OWNER
	09/27/18	SD-EXTERIOR

PROJECT NO	18001
FILE NAME	
DRAWN BY	RS
CHECKED BY	BJF

Sheet Name
MISC. DETAILS

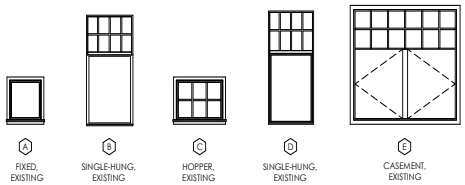
Sheet No.
A-502
Sheet No. ____ of ____ Sheets



C-1 HISTORIC DRAWINGS - FOR REFERENCE ONLY
1/2" = 1'-0"

WINDOW SCHEDULE - EXISTING TO REMAIN

NUMBER	LOCATION	TYPE	DESCRIPTION	WIDTH	HEIGHT	NOTES
1	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	38"	78"	1,2,3,4,5,10
2	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	37"	80"	1,2,3,4,5
3	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	45"	80"	1,2,3,4,5,7
4	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	37"	80"	1,2,3,4,5
5	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	38"	78"	1,2,3,4,5
6	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM 38"	41 1/2"	78"	1,2,3,4,5,8
7	RESTROOM 2	C	OPERABLE HOPPER WITH CLOSING HARDWARE	38"	28"	1,2,4,5,
8	RESTROOM 1	C	OPERABLE HOPPER WITH CLOSING HARDWARE	38"	28"	1,2,4,5
9	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	38"	78"	1,2,3,4,5,9
10	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	38"	78"	1,2,3,4,5,9
12	ECO MOTIVE BIKE SHOP	A	HOPPER, INSTALLED IN LATE 1990'S	25 3/4"	28"	11,12
13	ECO MOTIVE BIKE SHOP	A	HOPPER, INSTALLED IN LATE 1990'S	25 3/4"	28"	11,12
14	ECO MOTIVE BIKE SHOP	A	HOPPER, INSTALLED IN LATE 1990'S	25 3/4"	28"	11,12
15	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM 41"	41"	78"	1,2,3,4,5
16	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM 41"	41"	78"	1,2,3,4,5
17	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	37"	80"	1,2,3,4,5
18	SANTA FE VISITORS CENTER	E	PAIR OF IN-SWING CASEMENTS	84"	78"	1,2,3,4,5
19	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	37"	80"	1,2,3,4,5
20	SANTA FE VISITORS CENTER	B	SINGLE-HUNG W/ FIXED TRANSOM	38"	78"	1,2,3,4,5,6



C-3 WINDOW TYPES - EXISTING SHOWN (FOR REFERENCE)
1/4" = 1'-0"

0 2' 4' 8'

WINDOW SCHEDULE NOTES LEGEND

1. LEAD PAINT* ABATEMENT (OWNER ALLOWANCE); RE-PAINT.
2. REMOVE AND REPLACE WEATHERSTRIPPING.
3. REMOVE AND REPLACE SASH CORDS.
4. RE-GLAZE AS NECESSARY.
5. RETURN TO OPERABLE CONDITION, INCLUDING STRIPPING EXISTING HARDWARE OF PAINT.
6. REPLACE CRACKED GLASS.
7. REMOVE CAULK.
8. REPAIR CHECKING.
9. REPAIR BOTTOM RAIL.
10. REMOVE ACRYLIC COVER.
11. LEAD PAINT* ABATEMENT (OWNER ALLOWANCE) ON JAMBS. SASH UNLIKELY TO HAVE LEAD PAINT DUE TO AGE.
12. INSTALL WEATHERSTRIPPING.
13. REPLACE DRIP CAPS.

*ABATEMENT METHOD, WHETHER OFF-SITE OR CONTAINED, MUST RETAIN ALL ARCHITECTURAL WOODWORK DETAILS.

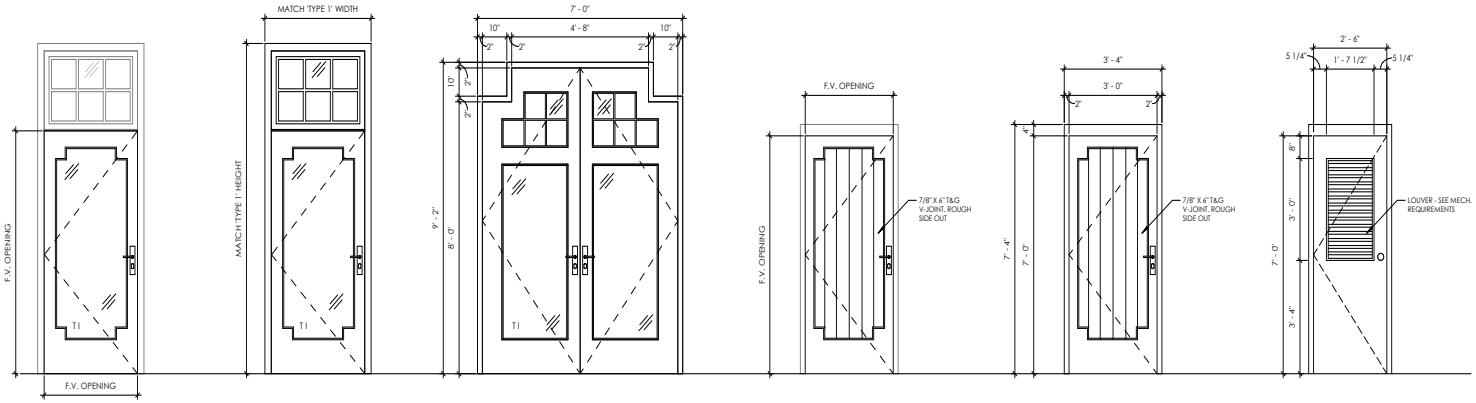


*NOTE: AT ALL EXISTING DOOR FRAMES TO REMAIN, REMOVE PORTION OF EXISTING FRAME AND PROVIDE BLOCKING AS REQUIRED FOR NEW HARDWARE

DOOR & FRAME SCHEDULE

*CONFIRM ALL DIMENSIONS IN FIELD PRIOR TO ORDERING

DOOR #No	DOOR TYPE	INT/EXT	LOCATION	Height	Width	Thickness	Frame Type	GLAZ.	HARDW ARE	NOTES
A	1	Exterior	VISITOR CENTER	7' - 0"	3' - 2"	0' - 1 3/4"	EXIST. WOOD*		01	REFER TO HISTORIC DWG
B	1	Exterior	VISITOR CENTER	7' - 0"	3' - 2"	0' - 1 3/4"	EXIST. WOOD*		02	REFER TO HISTORIC DWG
C	3	Exterior	ECO MOTIVE BIKE SHOP	9' - 0"	6' - 8"	0' - 1 3/4"	NEW WOOD		04	REFER TO HISTORIC DWG
D	1	Exterior	VISITOR CENTER	7' - 0"	3' - 2"	0' - 1 3/4"	EXIST. WOOD*		01	REFER TO HISTORIC DWG
E	3	Exterior	ECO MOTIVE BIKE SHOP	9' - 0"	6' - 8"	0' - 1 3/4"	NEW WOOD		04	REFER TO HISTORIC DWG
F	2	Exterior	VISITOR CENTER	7' - 0"	3' - 0"	0' - 1 3/4"	NEW WOOD		03	REFER TO HISTORIC DWG
K	5	Interior	RESTROOM 2	7' - 0"	3' - 0"	0' - 1 3/4"	NEW WOOD	--	05	REFER TO HISTORIC DWG
L	5	Interior	RESTROOM 1	7' - 0"	3' - 0"	0' - 1 3/4"	NEW WOOD	--	05	REFER TO HISTORIC DWG
M	5	Interior	JANITOR'S CLOSET	7' - 0"	2' - 8"	0' - 1 3/4"	NEW WOOD	--	07	REFER TO HISTORIC DWG
N	4	Interior	ECO MOTIVE BIKE SHOP	7' - 0"	2' - 6"	0' - 1 3/4"	EXIST. WOOD*	--	06	REFER TO HISTORIC DWG
Z	6	Exterior	BASEMENT	6' - 6"	2' - 6"	0' - 1 3/4"	NEW STEEL	--	08	



A-2 DOOR ELEVATIONS
1/2" = 1'-0"

0 1' 2' 4'

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STATE OF NEW MEXICO
BARBARA J. FELIX
NO. 3277
REGISTERED ARCHITECT
04/16/2021

SANTA FE TRAIN DEPOT
410 S. GUADALUPE ST.
SANTA FE, NM 87501

ISSUED

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT

PROJECT NO	18001
FILE NAME	
DRAWN BY	Author
CHECKED BY	Checker

Sheet Name

DOOR AND WINDOW SCHEDULES

Sheet No.

A-600

Sheet No. ____ of ____ Sheets

FINISH SCHEDULE

INTERIOR PAINT

#	MANUFACTURER	TYPE	LOCATION	COLOR	NOTES
PNT-01	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over Ultra-Grip Select Primer	Walls (Visitor + Bath) & Picture Rail	TBD	
PNT-02	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over Ultra-Grip Select Primer	Ceiling	TBD	
PNT-03	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over (1) coat INTERKOTE Primer	Wood Wainscot & Door/Window Trim	TBD PAINT CHIP ANALYSIS IN PROCESS	
PNT-04	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over (1) coat INTERKOTE Primer	Wood Base	TBD	
PNT-05	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over (1) coat INTERKOTE Primer	Wood Door/Window Frame	TBD	
PNT-06	DUNN-EDWARDS	Min. (2) coats SUPREMA finish over Eff-Stop Select Primer	Brick Walls (Eco-Motive)	TBD	STRIP EXISTING PAINT IN PREPARATION FOR NEW

EXTERIOR PAINT

#	MANUFACTURER	TYPE	LOCATION	COLOR	NOTES
PNT-10	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over (1) coat EZ-Prime Primer	Structural Wood	DE6139 Summerville Brown	
PNT-11	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over (1) coat EZ-Prime Primer	Wood Decking	DE6139 Summerville Brown	
PNT-12	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over (1) coat EZ-Prime Primer	Wood Windows/Doors	DEA187 Black	
PNT-13	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over Eff-Stop Premium Primer	Pebbledash Stucco	DET653 Historic White	
PNT-14	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over Ultrashield Water-based Galvanized Primer	Flashing	DET653 Historic White	
PNT-15	DUNN-EDWARDS	Min. (2) coats Evershield Topcoats over Enduraprime Water-based Anti-corrosion Primer	Steel (Corner Guards/Sign)	DEA187 Black	

BATHROOM TILE

#	MANUFACTURER	NAME	TYPE	SIZE	COLOR	FINISH	SETTING MATERIAL	GROUT	NOTES
T-01	CROSSVILLE	COLOR BY NUMBERS - FIELD	CERAMIC	4 x 8 x ¼	TEA FOR TWO	GLOSS	LATICRETE, 4-XLT; THINSET	LATICRETE, PERMACOLOR, COLOR TBD	
T-02	CROSSVILLE	COLOR BY NUMBERS - COVE BASE	CERAMIC	4 x 8 x ¼	ONE OF A KIND	GLOSS	LATICRETE, 4-XLT; THINSET	LATICRETE, PERMACOLOR, COLOR TBD	COVE BASE, LEFT AND RIGHT AS NEEDED
T-03	CROSSVILLE	COLOR BY NUMBERS - BULLNOSE	CERAMIC	CONFIRM IN FIELD	ONE OF A KIND	GLOSS	LATICRETE, 4-XLT; THINSET	LATICRETE, PERMACOLOR, COLOR TBD	HEIGHT TBD, BULLNOSE CORNERS AS NEEDED
T-04	CROSSVILLE	COLOR BY NUMBERS	CERAMIC	4 x 8 x ¼	ONE OF A KIND	GLOSS	LATICRETE, 4-XLT; THINSET	LATICRETE, PERMACOLOR, COLOR TBD	
T-05	AMERICAN OLEAN	UNGLAZED COLORBODY, PORCELAIN MOSAICS	PORCELAIN	2 x 2 x ¼ (HEXAGON)	BISCUIT A13 + BLACK A34 (TO BE CONFIRMED)	UNGLAZED	LATICRETE, LHT	LATICRETE, PERMACOLOR, COLOR TBD	FLOOR

MISC. FINISHES

#	MANUFACTURER	TYPE	COLOR	NOTES
C-01	TBD	TBD	TBD	REMOVE TILE, GROUT, SETTING BED, AND CLEAN EXISTING CONCRETE FLOOR. BASED ON REMAINING FINISH FLOOR CONDITION, SEAL EXISTING (AS-IS); OR PROVIDE UP TO (2) COATS OF ACID-BASED CHEMICAL STAIN AND (2) COATS SEALER

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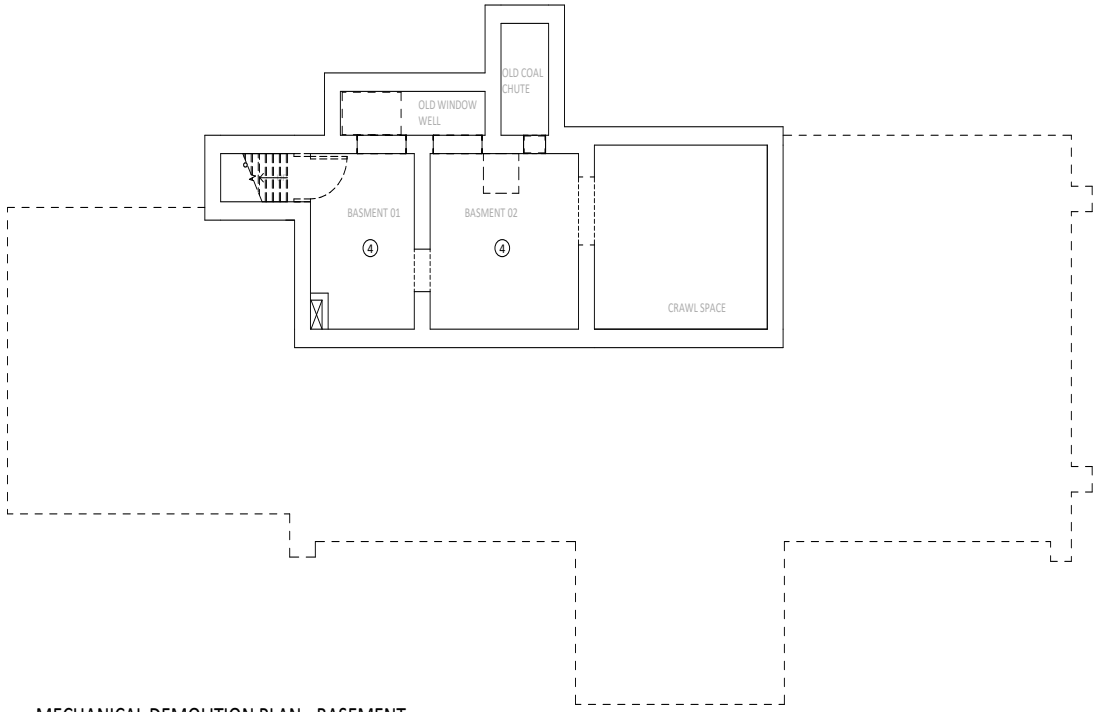
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MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT

PROJECT NO	18001
FILE NAME	
DRAWN BY	Author
CHECKED BY	Checker

Sheet Name
FINISH SCHEDULE

Sheet No.
A-610
Sheet No. ___ of ___ Sheets



MECHANICAL DEMOLITION PLAN - BASEMENT
1/4" = 1'-0"

GENERAL SHEET NOTES:

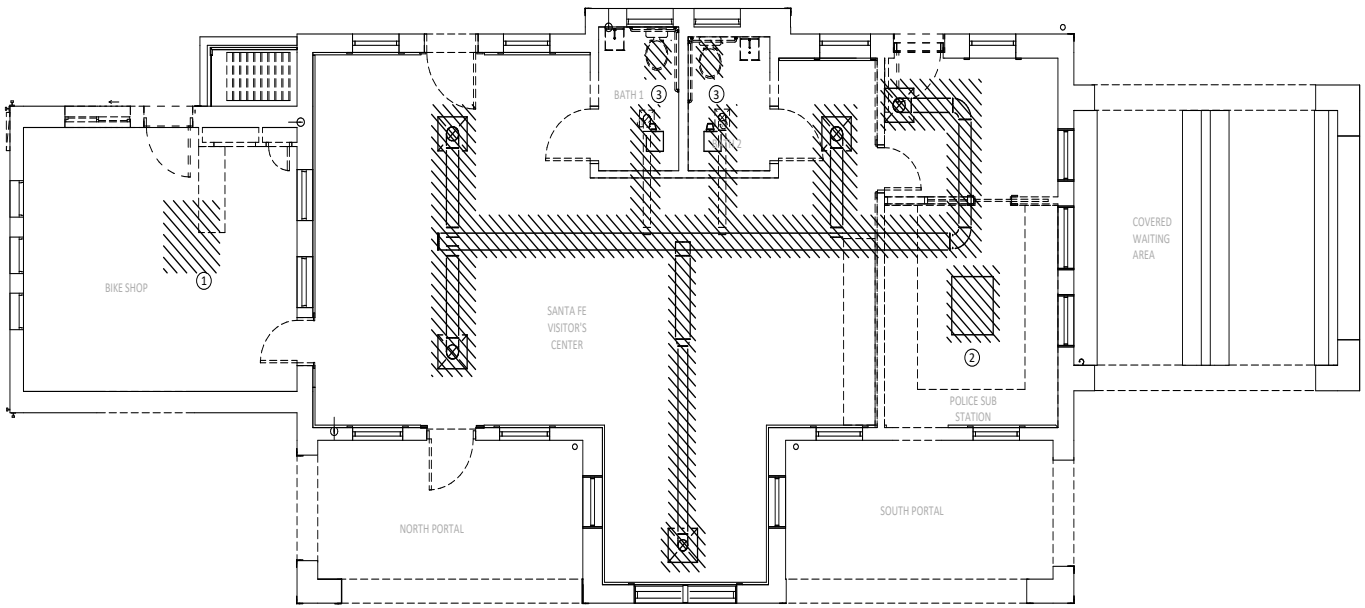
A. REMOVE ALL EXISTING DUCTWORK, DIFFUSERS AND GRILLES, TYPICAL, INCLUDING IN ATTIC SPACE.

B. REMOVE ALL EXISTING HVAC CONTROLS.

C. DISCONNECT AND REMOVE EXISTING THERMOSTATS AND CONTROL WIRE.

KEY NOTES :

1. REMOVE EXISTING CONDENSER AND ALL ASSOCIATED EQUIPMENT ABOVE ECO-MOTIVE BIKE SHOP.
2. REMOVE EXISTING SPLIT SYSTEM IN CEILING ABOVE POLICE SUB STATION.
3. REMOVE EXISTING RESTROOM EXHAUST FANS.
4. PLAN SHOWN FOR REFERENCE. SEE NEW WORK FOR BASEMENT WORK REQUIRED.



MECHANICAL DEMOLITION PLAN - FIRST FLOOR
1/4" = 1'-0"

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4/16/21
KARL TIPTON
NEW MEXICO
21200
PROFESSIONAL ENGINEER

SANTA FE TRAIN DEPOT
Enter address here

ISSUED:04/16/21 100%CD

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT

PROJECT NO	SEE ARCH.
FILE NAME	
DRAWN BY	SC
CHECKED BY	KT

Sheet Name
MECHANICAL DEMOLITION PLAN

Sheet No.
MD101
Sheet No. 2 of 15 Sheets

TIPTONENGINEERING
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505-954-1660
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PROJECT #: 19018

GENERAL PROJECT NOTES:

A. PROVIDE AND INSTALL ALL MATERIAL AND EQUIPMENT AS REQUIRED BY UPC, UMC, SMACNA, NFPA, LIFE SAFETY CODE, GAS CODE, AND ALL OTHER LOCAL CODES AND ORDINANCES THAT APPLY WHETHER SHOWN ON THE DRAWINGS OR NOT. WHERE THERE IS A DISCREPANCY BETWEEN THE CODES OR ORDINANCES AND THE DRAWINGS, THE MORE STRINGENT APPLICATION SHALL APPLY.

B. LAYOUT AND INSTALL COMPLETE AND FUNCTIONAL MECHANICAL SYSTEMS, INCLUDING TEMPORARY CUTOFF OF EXISTING UTILITIES, AND ALL CUTTING, PATCHING, AND REPAIR ASSOCIATED WITH INSTALLING THE SYSTEMS.

C. INSTALL FREE AREA OF THE DUCT WORK AS SHOWN ON THE DRAWINGS PER SMACNA.

D. PROVIDE ALL DUCT WORK CONNECTIONS AND TRANSITIONS AT GRILLES, DIFFUSERS, REGISTERS, FILTERS, COILS, AND OTHER LOCATIONS WHERE REQUIRED. CONSTRUCT ALL TRANSITIONS AND CONNECTIONS ACCORDING TO SMACNA STANDARDS.

E. PROVIDE A TESTING AND BALANCING (T&B) AGENCY. THE T&B AGENCY SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING SHEAVES, BALANCING DAMPERS, AND ALL EQUIPMENT NECESSARY TO PROVIDE PLUS OR MINUS 10% OF THE GPM AND/OR 10% OF CFM REQUIRED AT EACH TERMINAL UNIT.

F. COORDINATE WORK WITH THE GENERAL CONTRACTOR TO HAVE THE ROOFTOP EQUIPMENT, DUCT WORK, AND INSULATION JACKETS PAINTED TO THE ARCHITECT'S REQUIREMENTS.

G. INSTALL ALL BOILER ROOM PIPING TO BE PLUMB AND LEVEL. INSULATE PIPING IN CRAWL SPACES, TUNNELS, AND IN MECHANICAL ROOM PER SPECIFICATIONS AND/OR MODEL ENERGY CODE.

H. PROVIDE AND INSTALL ALL MECHANICAL EQUIPMENT, TRANSFORMERS, RELAYS, AND OTHER ELEMENTS NECESSARY FOR A COMPLETE OPERATING SYSTEM. COMPLETE ALL 24 VOLT CONTROL WIRING AND EQUIPMENT TO THE ABOVE. ALL LINE VOLTAGE WIRING TO THE ABOVE SHALL BE COMPLETED BY THE ELECTRICAL CONTRACTOR.

I. ALTER DIMENSIONS OF THE DUCT WORK IN THE CEILING SPACE FROM SIZES INDICATED ON THE DRAWINGS ONLY AT SPECIFIC LOCATIONS WHEN NECESSARY TO FIT THE DUCT WORK IN THE SPACE AVAILABLE. REROUTE DUCT WORK IN CEILING SPACE TO AVOID OTHER MECHANICAL EQUIPMENT, LIGHT FIXTURES, ETC. MAINTAIN THE SAME FREE AREA AND SUBMIT PROPOSED CHANGES TO THE ENGINEER FOR APPROVAL. BE RESPONSIBLE FOR VERIFYING SPACE LIMITATIONS BEFORE DUCT WORK FABRICATION AND SHALL MAKE CHANGES ACCORDINGLY. PROVIDE ALL NECESSARY TRANSITIONS.

J. COORDINATE ALL PROPOSED ROOF PENETRATIONS WITH GENERAL CONTRACTOR AND ARCHITECT AND RELOCATE IF NECESSARY. COORDINATE WITH GENERAL CONTRACTOR/ARCHITECT/OWNER.

K. PROVIDE ONE UNION AT ALL VALVES.

L. INSTALL CONDENSATE AND OVERFLOW PIPING FROM ALL MECHANICAL EQUIPMENT DRAIN POINTS. EXTEND AND TERMINATE PER UMC/UPC.

M. PROVIDE A WALL SWITCH AT THE MAIN ENTRY DOOR INTO MECHANICAL ROOM INTERCONNECTED TO THE BOILER POWER SUPPLY TO TURN ALL BOILER POWER SUPPLIES OFF IN THE EVENT OF EMERGENCY.

N. INSULATE ALL DUCTWORK PER THE NM ENERGY CODE, IECC AND UMC. PROVIDE ALUMINUM JACKET ON ALL EXTERIOR DUCTWORK.

MECHANICAL LEGEND

HVAC

SYMBOL DOUBLE	SYMBOL SINGLE	DESCRIPTION
		RETURN DUCTWORK UP
		SUPPLY DUCTWORK UP
		EXHAUST DUCTWORK UP
		ROUND DUCTWORK UP
		RETURN DUCTWORK DOWN
		SUPPLY DUCTWORK DOWN
		EXHAUST DUCTWORK DOWN
		ROUND DUCTWORK DOWN
		TRANSITION RECTANGULAR TO RECTANGULAR OR TRANSITION ROUND TO ROUND
		TRANSITION RECTANGULAR TO ROUND
		DUCTWORK ROUTED BELOW OTHER DUCTWORK
		CAPPED DUCTWORK
		EXISTING DUCTWORK
		DUCTWORK TO BE REMOVED
		DUCT WITH INTERNAL LINING
		FIRE SMOKE DAMPER
		MOTORIZED BALANCING DAMPER
		MANUAL BALANCING DAMPER
		BACKDRAFT DAMPER
		CONICAL TAP
		RECTANGULAR TAP
		FLEXIBLE DUCT
		SQUARE SUPPLY AIR DIFFUSER
		ROUND SUPPLY AIR DIFFUSER
		RETURN AIR GRILLE
		CEILING SLOT SUPPLY AIR DIFFUSER
		SIDEWALL RETURN/SUPPLY AIR REGISTER
		FLOOR RETURN/SUPPLY AIR REGISTER
		ACCESS PANEL
	H	HUMIDIFIER

VALVES

SYMBOL	DESCRIPTION
	GATE VALVE
	CHECK VAVLE
	BALL VALVE
	PRESSURE REDUCING VALVE
	OUTSIDE STEM AND YOKE
	GLOBE VALVE
	THREE WAY VALVE
	AUTOMATIC TEMPERATURE CONTROL VALVE
	PLUG VALVE
	BUTTERFLY VALVE
	TWO WAY CONTROL VALVE
	THREE WAY CONTROL VALVE
	DRAIN VALVE
	SOLENOID VALVE
	RELIEF VALVE
	AIR RELIEF VALVE
	STRAINER
	STEM VALVE
	CIRCUIT SETTER OR BALANCING VALVE
	BALANCING, GAS COCK OR GAUGE COCK
	STEAM TRAP
	VALVE IN RISER
	AUTO FLOW CONTROL VALVE

PIPING

SYMBOL	DESCRIPTION
	EXISTING PIPING
	PIPING TO BE REMOVED
—HWS—	HOT WATER SUPPLY PIPING
—HWR—	HOT WATER RETURN PIPING
—CWS—	COLD WATER SUPPLY PIPING
—CWR—	COLD WATER RETURN PIPING
—CHWS—	CHILLED WATER SUPPLY PIPING
—CHWR—	CHILLED WATER RETURN PIPING
—CTS—	COOLING TOWER SUPPLY PIPING
—CTR—	COOLING TOWER RETURN PIPING
—SS—	STEAM SUPPLY PIPING
—SR—	STEAM CONDENSATE RETURN PIPING
—C—	CONDENSATE PIPING
—DR—	EQUIPMENT DRAIN PIPING
—RO—	REVERSE OSMOSIS WATER PIPING
—V—	VENT PIPING

FITTINGS

SYMBOL	DESCRIPTION
	UNION
	ELBOW UP
	ELBOW DOWN
	TEE UP
	TEE DOWN
	BREAK
	CAP
	PRESSURE GAUGE
	THERMOMETER
	FLOW SWITCH
	PRESSURE SWITCH

TEXT SYMBOLS

SYMBOL	DESCRIPTION
(#)	MECHANICAL KEYED NOTES
	PIPE LEADER LINE FOR SIZES
	POINT OF CONNECTION
	POINT OF DISCONNECTION
###	EQUIPMENT DESIGNATION
### CFM / GRILLE (A)	AIR DEVICE DESIGNATION
#	REVISION DELTA
#X / X#	SECTION NUMBER / SHEET NUMBER
#X / X#	DETAIL DESIGNATION
TYPE / LENGTH	BASEBOARD DESIGNATION
##"x##"	RECTANGULAR DUCTWORK SIZING
##"Ø	ROUND DUCTWORK SIZING
	ARROW INDICATES DIRECTION OF FLOW
UP	RISE IN DIRECTION OF FLOW
DN	DROP IN DIRECTION OF FLOW
	RETURN AIR FLOW
	SUPPLY AIR FLOW
	EXHAUST AND RETURN AIR FLOW
T	THERMOSTAT
H	SPACE HUMIDISTAT
HS	SPACE HUMIDITY SENSOR
P	SPACE PRESSURE SENSOR
CD	CARBON DIOXIDE SENSOR
CM	CARBON MONOXIDE SENSOR
SD	DUCT MOUNTED SMOKE DETECTOR

NOTE: THIS SYMBOLS LEGEND IS A GENERAL REPRESENTATION OF DEVICES USED. SOME PROJECTS MAY NOT UTILIZE ALL SYMBOLS REPRESENTED. COORDINATE ALL SYMBOLS FROM PLANS.

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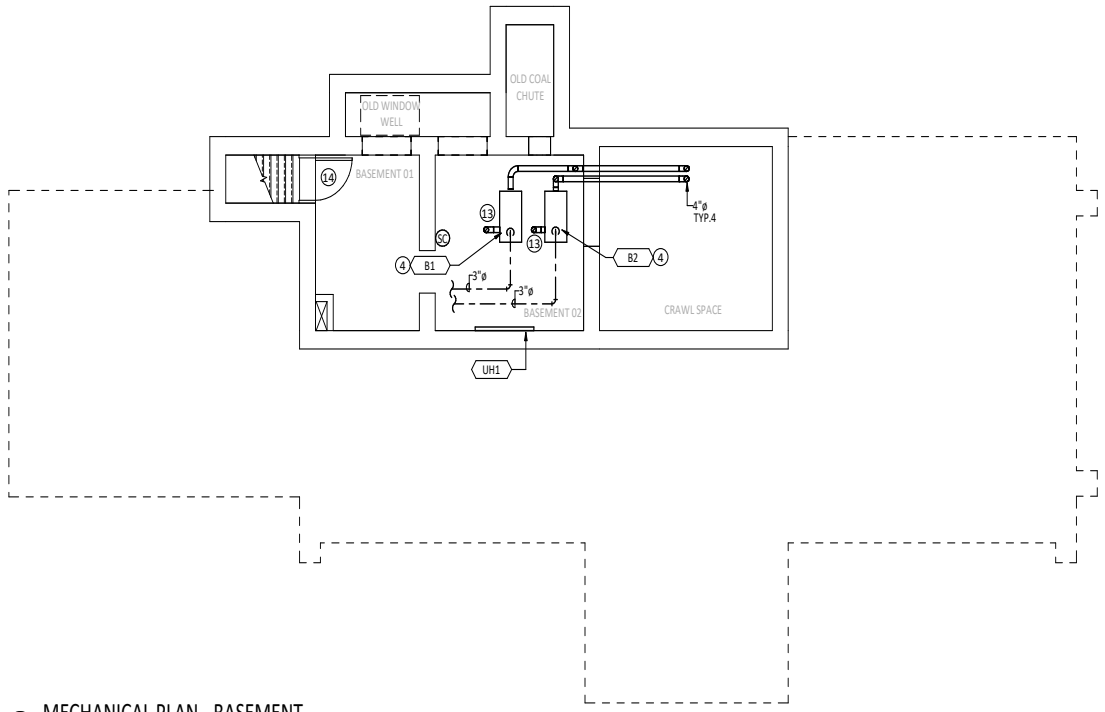
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MECHANICAL GENERAL NOTES AND LEGEND

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M001
Sheet No. 1 of 15 Sheets



MECHANICAL PLAN - BASEMENT
1/4" = 1'-0"

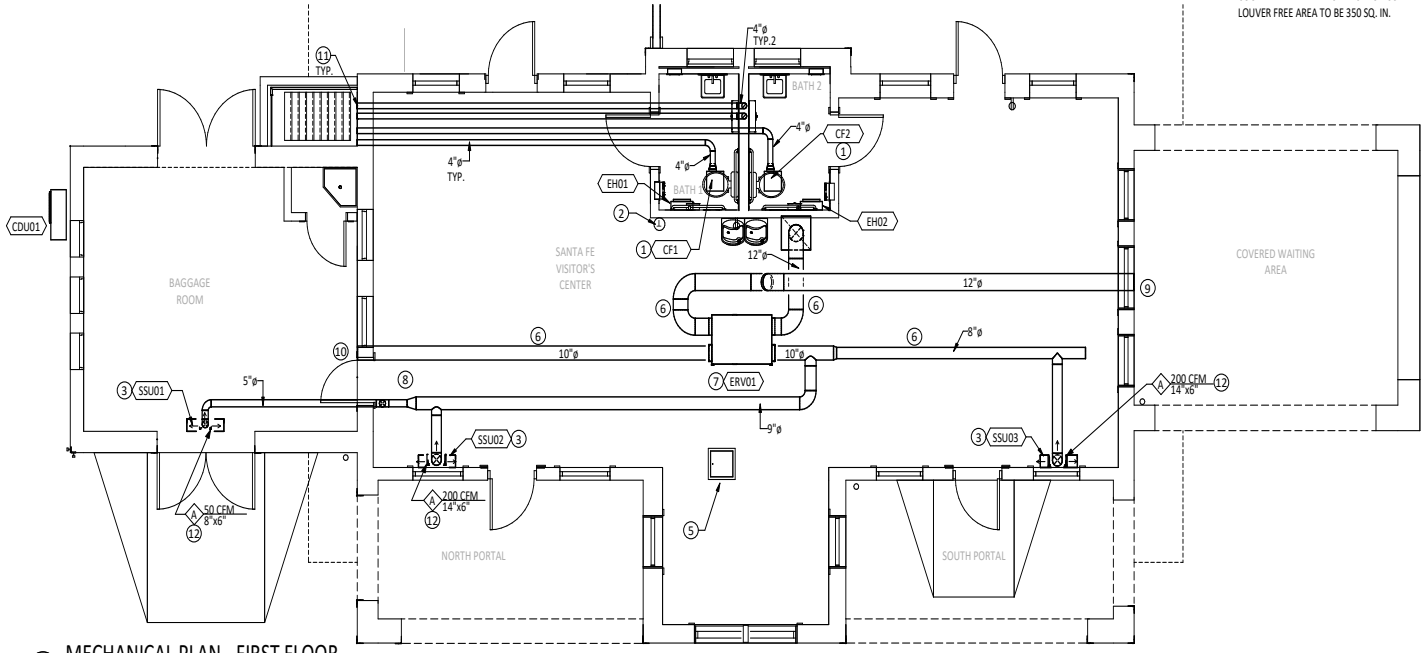
GENERAL SHEET NOTES:

A. ALL GRILLE LOCATIONS TO BE CONFIRMED WITH ARCHITECT IN THE FIELD. IF LAYOUT DIFFERS INFORM THE ENGINEER.

B. SEE "SNOW MELT PIPING DIAGRAM" FOR ALL BASEMENT PIPING REQUIRED.

KEY NOTES : ○

1. INSTALL CABINET EXHAUST FAN IN CEILING AND ROUTE TO WALL CAP. TERMINATE WITH MANUFACTURER WALL CAP ACCESSORY FITTING.
2. INSTALL THERMOSTAT AT LOCATION SHOWN. PROVIDE #18/5 CONTROL TO PACKAGE UNIT PER MANUFACTURE REQUIREMENTS. COORDINATE WITH ELECTRICAL CONTRACTOR FOR 3/4" C RACEWAY.
3. INSTALL WALL MOUNTED UNIT ON EXISTING ADOBE WALL PER MANUFACTURER REQUIREMENTS. ROUTE CONDENSATE EMBEDDED IN WALL DOWN TO 6 IN. ABOVE FINISH GRADE AND DAYLIGHT.
4. INSTALL BOILER IN BASEMENT AND ROUTE FLUE/CA DUCT PER MANUFACTURER. SEE "SNOW MELT PIPING DIAGRAM" FOR ALL PIPING REQUIRED.
5. EXISTING ACCESS HATCH TO REMAIN. SHOWN FOR REFERENCE.
6. DUCTS LOCATED IN ATTIC SPACE ABOVE.
7. INSTALL "ERV" UNIT IN ATTIC SPACE. SUSPEND FROM STRUCTURE PER MANUFACTURER REQUIREMENTS. PROVIDE PLYWOOD PLATFORM FOR SERVICE.
8. ROUTE SUPPLY AIR DUCT DOWN INTO CEILING SPACE OF LOWER ROOF AREA. COORDINATE FINAL ROUTE WITH ARCHITECT.
9. ROUTE EXHAUST AIR DUCT TO ATTIC EXTERIOR WALL. TERMINATE WITH 8 IN. X8 IN. WALL CAP APPROVED BY ARCHITECT.
10. ROUTE OUTDOOR AIR DUCT TO ATTIC EXTERIOR WALL. TERMINATE WITH 8 IN. X 8 IN. WALL CAP APPROVED BY ARCHITECT.
11. TERMINATE BOILER VENT WITH MANUFACTURER CONCENTRIC WALL CAP ACCESSORY. PROVIDE FLAT, OVAL, METAL OPTION ONLY. MIN. DISTANCE TO ROOF EVE TO BE 12".
12. INSTALL OUTDOOR AIR SUPPLY DIFFUSER ABOVE WALL UNIT IN FINISHED HARD CEILING.
13. ROUTE COMB. AIR INTAKE PIPE TO SNORKEL FITTING TERMINIATION PER MANUFACTURER.
14. COORDINATE WITH ARCHITECT FOR COMB. AIR DOOR LOUVER WITHIN 12 IN. OF CEILING. MIN. LOUVER FREE AREA TO BE 350 SQ. IN.



MECHANICAL PLAN - FIRST FLOOR
1/4" = 1'-0"

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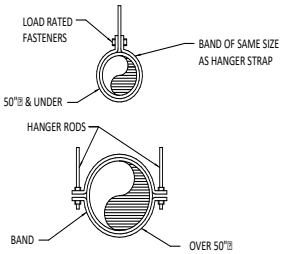
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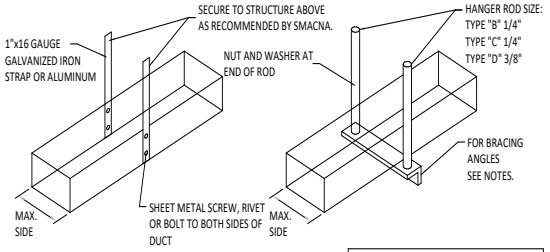
NOTE:
TABULATED DATA FROM SMACNA ALLOWS FOR DUCT REINFORCING AND INSULATION, BUT NO EXTERNAL LOAD.

HANGER STRAPS OR RODS

MAX. DUCT Ø	QUANTITY/SIZE	MAX. LOAD	MAX. SPACING
26"	ONE 1" x 22" GA STRAP	260 LBS.	144"
36"	ONE 1" x 18" GA STRAP	420 LBS.	144"
50"	ONE 1" x 16" GA STRAP	700 LBS.	144"
60"	TWO 3/8"Ø RODS	1320 LBS.	144"
84"	TWO 1/2"Ø RODS	2500 LBS.	144"

ROUND DUCT HANGER DETAIL

NOT TO SCALE



TYPE "A"
8 FT. MAX. HANGER SPACING ALSO PROVIDE 3 HANGERS AT EACH TAKE-OFF OR BRANCH

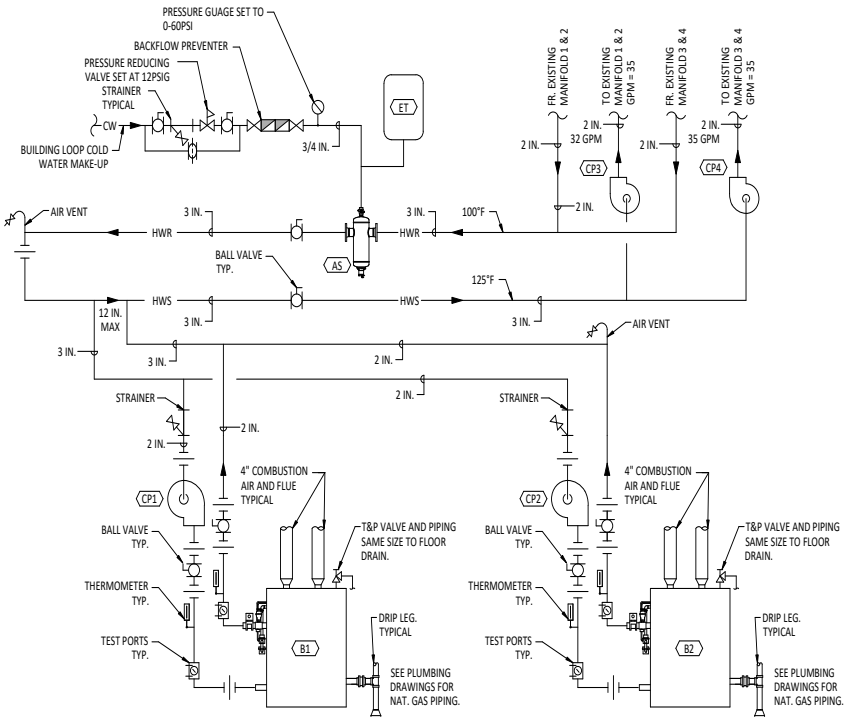
TYPE "B", "C" AND "D"
8 FT. MAX. HANGER SPACING

DUCT SCHEDULE

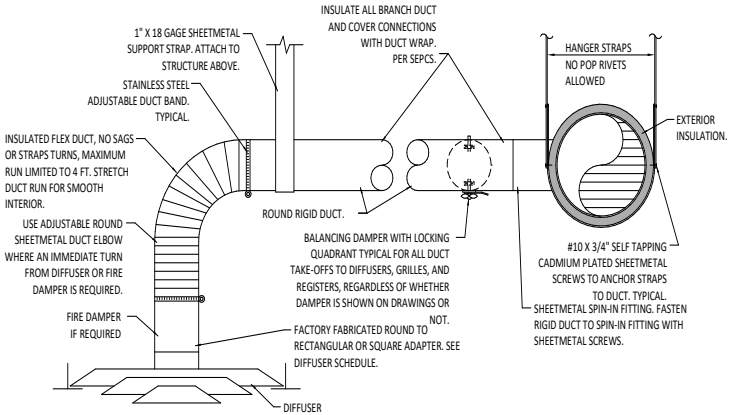
DUCT DIMENSIONS INCHES		TYPE HANGER
UP THRU	12	A
13	18	A
19	30	A/B
31	42	B
43	54	B
55	60	B
61	84	C
85	96	C
OVER	96	D

NOTES:
1. FOR SEVERAL DUCTS ON ONE HANGER TYPE "B"-"C" OR "D" MAY BE USED. SIZE OF HANGER WILL BE SELECTED ON THE SUM OF DUCT WIDTHS EQUAL TO MAX. WIDTH OF DUCT SCHEDULE.
2. SCHEDULE FOR ANGLES FOR BRACING: TYPE "B" 1-1/2"x1-1/2"x1/8" ANGLE MAX. SPACING 8'-0" CENTERS; TYPE "C" 1-1/2"x1-1/2"x3/16" ANGLE MAX. SPACING 8'-0" CENTERS; TYPE "D" 2"x2"x1/4" MAX. SPACING 4'-0" CENTERS.

DUCT HANGER DETAIL



SNOW MELT PIPING DIAGRAM



ROUND DUCTWORK DIFFUSER CONNECTION DETAIL

SCALE: NOT TO SCALE

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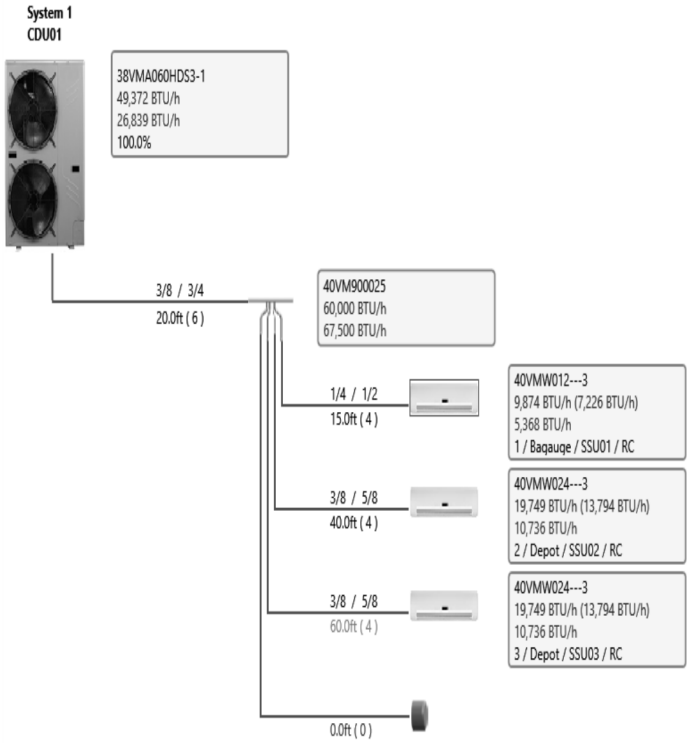
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MECHANICAL DETAILS AND DIAGRAMS

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REFRIGERANT PIPING DIAGRAM

MECHANICAL EQUIPMENT SCHEDULE:

SSU01-SSU04 AND CDU01
SPLIT SYSTEM: MULTI-ZONE VARIABLE CAPACITY, HEAT PUMP AIR CONDITIONING SYSTEM WITH, TWO-PIPE, REFRIGERATION DISTRIBUTION SYSTEM. THE OUTDOOR UNIT IS A DIRECT EXPANSION (DX) AIR-COOLED HEAT PUMP WITH VARIABLE SPEED DRIVEN COMPRESSORS, FILTER, DRYER, REFRIGERATION BALL VALVES, COIL GUARDS, HIGH PRESSURE SWITCH, SERVICE PORTS, STOP VALVE, SOLENOID VALVE, 100% HEATING CAPACITY AT 5 DEG. F, USING R-410A REFRIGERANT, AND A MIN. OF 17 SEER COOLING AS WELL AS 4 COP HEATING PERFORMANCE RATING. PROVIDE WITH MULTISPEED FAN, FAN MOTOR, FLOAT SENSOR, CONDENSATE PUMP, COIL TEMPERATURE THERMISTORS, ROOM TEMPERATURE THERMISTORS, AND ALL COMPONENTS NECESSARY FRO COMPLETE OPERATION. PROVIDE WITH FACTORY MOUNTED DDC CONTROLS AND ALL COMPONENTS FOR COMPLETE OPERATION AND UNIT TO BE RATED FOR 7,000 FT. OPERATION. COORDINATE WITH ELECTRICAL CONTRACTOR FOR 3/4" CONTROL CONDUIT TO INDOOR UNITS.
MODEL BY "CARRIER"
ELEC.: 208V/1PH/60HZ (INDOOR UNIT POWER FEED FROM OUTDOOR UNIT).
INDOOR UNIT DETAILS:
ELEC.: 208V/1PH/60HZ

SYM	MODEL NO.	TC MBH	HC HBH	CFM	MCA	MOCP
SSU01	40VMW012	9.9	5.4	360	0.5	15
SSU02	40VMW024	19.7	10.7	650	1	15
SSU03	40VMW024	19.7	10.7	650	1	15

OUTDOOR UNIT DETAILS:
ELEC.: 208V/1PH/60HZ

SYM	MODEL NO.	MCA	MOCP
CDU01	38VMA060	40	45

ALL CAPACITIES ARE LISTED AT SITE ELEVATION (7,000FT.) AND DESIGN WEATHER CONDITIONS.

B1 & B2
BOILER: PACKAGED, 95% OPERATIONAL EFFICIENT WITH NATURAL GAS FIRE TUBE BOILER CAPABLE OF AN OUTPUT AT 7000 FT. ASL. UNIT TO COME WITH 5:1 MODULATION CAPABILITIES , WATER FLOW SWITCH, STAINLESS STEEL HEAT EXCHANGER, MANUAL RESET HIGH LIMIT CONTROL, CATEGORY IV VENT PIPING, LOW WATER CUTOFF CONTROL, HIGH AND LOW GAS PRESSURE SWITCH, OPERATING TEMPERATURE CONTROL, LCD DISPLAY, BUILT-IN CASCADING SEQUENCER, OUTDOOR RESET CONTROL WITH SENSOR, BOILER PUMP CONTROL, HIGH AND LOW VOLTAGE TERMINAL STRIP, DATA LOGGING, AIR PRESSURE SWITCH, LOW-FIRE START TIME DELAY, COMBINATION GAS VALVE AND PRESSURE REGULATOR, CONDENSATE NEUTRALIZER, PRESSURE AND TEMPERATURE GAUGE, ASME PRESSURE RELIEF VALVE,, CONCENTRIC VENT KIT, BOILER CIRCULATING PUMP, AND ALL COMPONENTS NECESSARY FOR COMPLETE OPERATION.
ELEC.: 120V/1PH/60HZ
"LOCHINVAR" MODEL KNIGHT XL.

SYM	MODEL	INPUT MBH	VENT IN.	GPM	OPER. TEMP.	FT. HD.
B1-2	KBN501	470	4	37	125	16

EH01
ELECTRIC HEATER: WALL TYPE WITH LCD TOUCH SCREEN, LOCKOUT MODE, 5/2 PROGRAMMABLE THERMOSTAT, DIE CAST AL. GRILLE, MODULATING HEATING ELEMENT, FREEZE PROTECTION MODE AND SEMI-RECESS MOUNTING FRAME. COMPLETE WITH HIGH LIMIT CUTOUT WITH RESET, ELECTRIC CONNECTIONS, AND ALL OTHER EQUIPMENT NECESSARY FOR COMPLETE OPERATION. AMPS =15, MBH = 6.2, WT. = 25 LBS.
ELEC.: 120V/1PH/60HZ
"QMARK" MODEL SSAR.

UH1
BASEBOARD: WALL MOUNTED ELECTRIC CONVECTION HEATER WITH REMOVABLE FRONT COVER, HEATING ELEMENT AND AUTOMATIC THERMAL CUTOUT. INCLUDE BUILT-IN LINE VOLTAGE 2 STAGE THERMOSTAT, DISCONNECT SWITCH, TRANSFORMER RELAY AND POWER RELAY. PROVIDE ALL EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION AND OPERATION.
ELEC: 120V/1PH/60HZ, 5 AMPS, 500W.
MODEL "CADET" 4F1000-1, 48 IN. LENGTH

CF1 - 2
CABINET EXHAUSTER: CEILING EXHAUSTER COMPLETE WITH DISCONNECT, BACKDRAFT DAMPER, WALL OR ROOF CAP, MOUNTING BRACKETS, CEILING GRILLE, AND ALL EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION.
ELEC.: 120V/1PH/60HZ.
"GREENHECK"

SYM	MODEL NO.	CFM	ESP	FAN RPM	WATTS	LBS.	WT. CONTROL
CF1	SP-B70	50	0.2	675	13	10	LTG. OC. SEN.
CF2	SP-B70	50	0.2	675	13	10	LTG. OC. SEN.

CP1-4
CIRCULATING PUMPS: INLINE CIRCULATING PUMP, BUILT-IN, STAINLESS STEEL IMPELLER, CAST IRON HEAD AND BASE, 232PSI MAX OPERATING PRESSURE, 248 DEG. F. MAX OPERATING TEMPERATURE, ENCLOSED FAN COOLED MOTOR WITH INTEGRATED VFD, INTEGRATED PRESSURE SENSOR, CONTROL PANEL, AND BUILT IN THERMAL OVERLOAD SWITCH. PROVIDE ALL EQUIPMENT NECESSARY FOR COMPLETE OPERATION. FLOW = 37 GPM, PD = 20 FT. HD.
ELEC.: 120V/1PH/60HZ
"GRUNDFOS"

SYM	MODEL NO.	GPM	FT. HD.	AMPS	WATTS
CP1	40-160F	37	25	8	900
CP2	40-160F	37	25	8	900
CP3	40-160F	35	35	8	900
CP4	40-160F	35	35	8	900

T
THERMOSTAT: WIRED FACTORY THERMOSTAT WITH MULTIPLE SETBACK, TEMPORARY OVERRIDE, LCD DISPLAY, BATTERY BACKUP, TRANSFORMER, MULTI-STAGE COOLING AND HEATING, AUTOMATIC CHANGE OVER FROM HEATING TO COOLING, AND ALL CONTROLS NECESSARY FOR COMPLETE OPERATION. INCLUDE CLEAR LOCKING COVER.
"CARRIER" MODEL 40VM900003

SC
SNOW MELT CONTROLLER: PROVIDE SNOW MELT ZONE CONTROLLER WITH WEATHERPROOF ENCLOSURE, MOISTURE AND TEMPERATURE SENSING, ADJUSTABLE TEMPERATURE TRIGER POINT, ADJUSTABLE RUN-TIME AND DELAY OFF, MANUAL OVERRIDE, LED INDICATOR LIGHTS, COMPATIBLE SLAB TEMPERATURE SENSOR AND MOISTURE SENSOR FOR ON/OFF CONTROL, AND ALL ACCESSORIES, TRANSFORMERS AND RELAYS FOR COMPLETE OPERATION. "HEAT-TIMER CORP." MODEL SMC

A
SUPPLY AIR REGISTER: RECTANGULAR FACE WITH DOUBLE DEFLECTION BLADES 3/4 IN. SPACING, VERTICAL TO THE FRONT, STANDARD WHITE FINISH, AND OBD. PROVIDE FRAME FOR WALL APPLICATION INDICATED IN ARCHITECTURAL DRAWINGS. DUCT SIZE AS SHOWN ON DRAWINGS.
"TITUS" MODEL - 300FS

B
RETURN AIR / EXHAUST GRILLE: FABRICATED AL. GRILLE WITH 1/2 IN.X 1/2 IN.X 1/2 IN. SQUARES. INCLUDE PLASTER CEILING FRAME AND OPPOSED BLADE DAMPER. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR CEILING APPLICATION. COLOR SELECTED BY ARCHITECT. VERIFY EXISTING SIZE IN THE FIELD.
"TITUS" MODEL 50F.

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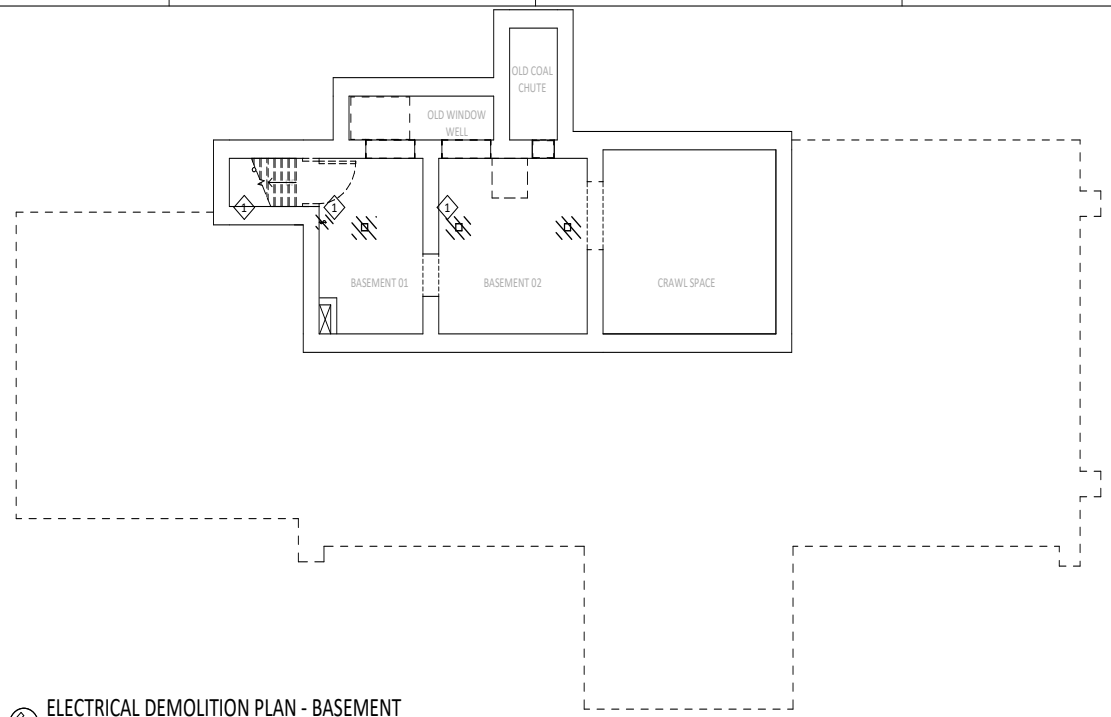
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MECHANICAL SCHEDULE AND DIAGRAMS

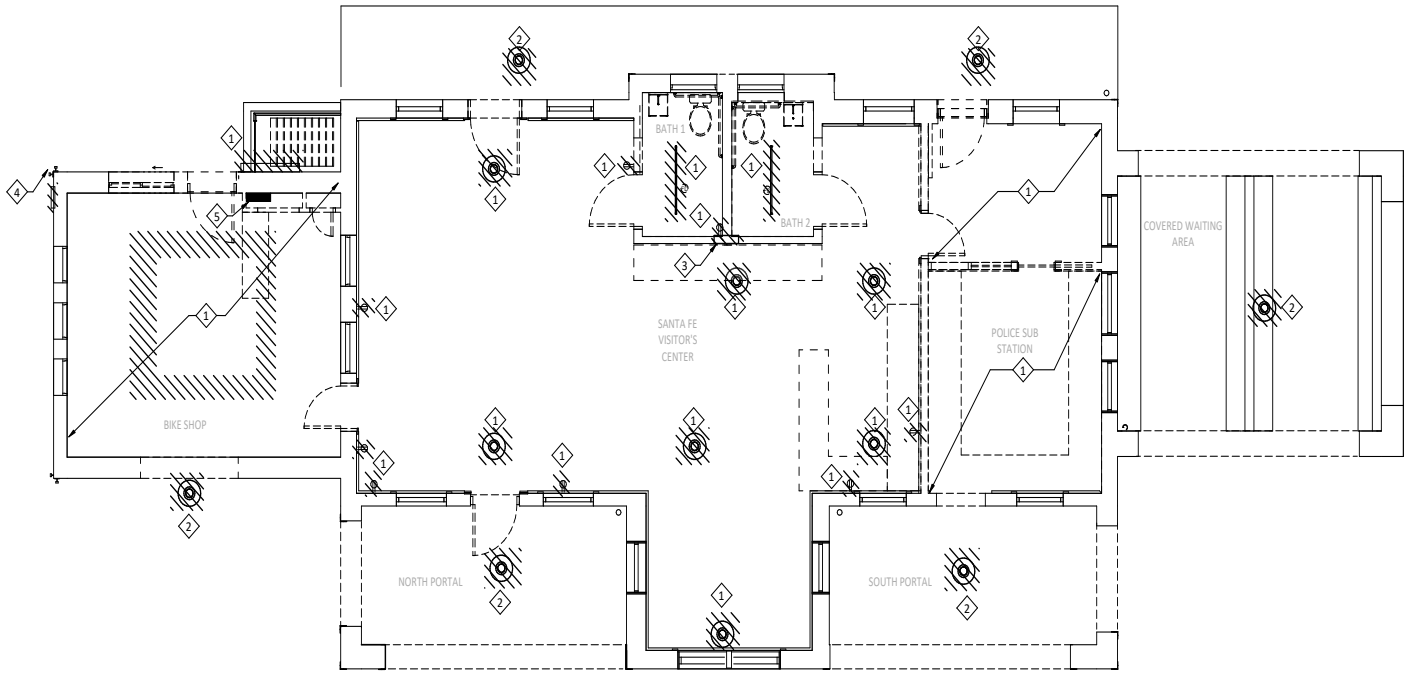
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PROJECT #: 19018



ELECTRICAL DEMOLITION PLAN - BASEMENT
1/4" = 1'-0"



ELECTRICAL DEMOLITION PLAN - FIRST FLOOR
1/4" = 1'-0"

GENERAL SHEET NOTES:

A. BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A COMPLETE BID WITHIN THE SCOPE OF THE PLANS AND SPECIFICATIONS. WHEN UNCLEAR, VERIFY THE EXTENT OF REMOVALS PRIOR TO BID. PRIOR TO THE CONCLUSION OF THE ADDENDUM PERIOD IN THE BIDDING TIME FRAME, BRING TO THE ATTENTION OF THE ENGINEER ANY QUESTIONS IN REGARD TO THE EXTENT OF WORK OR ANY OTHER ISSUE RELATING TO THIS PROJECT. WITHOUT ANY CLARIFICATION BEYOND THESE AND THE BID DOCUMENTS, THE SUBMITTAL OF A BID WARRANTS THAT THE BIDDER FULLY UNDERSTANDS THE SCOPE.

B. REMOVE ALL EXISTING MATERIAL AND EQUIPMENT INDICATED. THE OWNER SHALL HAVE FIRST RIGHTS TO ALL EQUIPMENT TO BE REMOVED. DISPOSE OF ALL EQUIPMENT AND MATERIAL THAT IS NOT WANTED BY OWNER IN AN APPROVED MANNER PER THE LOCAL DICTATING AUTHORITY.

C. WHEN THE EXTENT OF REMOVAL IS UNCLEAR, REQUEST CLARIFICATION FROM ENGINEER PRIOR TO COMMENCING WORK.

D. REPAIR ALL DAMAGE TO WALLS, CEILING, ETC. IN A WORKMANLIKE MANNER. SEAL ALL WALL AND CEILING OPENINGS WITH MATCHING MATERIAL.

E. THE LOCATIONS OF EQUIPMENT SHOWN ON THE DRAWINGS IS BASED ON SITE OBSERVATIONS AND THE BEST AVAILABLE INFORMATION AT THE TIME OF DRAWING PREPARATION AND SOME DISCREPANCIES MAY EXIST. VERIFY THE EXACT LOCATIONS OF EQUIPMENT TO BE REMOVED IN THE FIELD AND REQUEST CLARIFICATION FROM ENGINEER WHEN EQUIPMENT LOCATION OR EXISTENCE DIFFERS FROM PLANS.

KEYED NOTES :

1. REMOVE ALL EXISTING LIGHTING, SPECIAL SYSTEMS, POWER, WIRE, AND RACEWAY FROM EXISTING BUILDING BACK TO EXISTING PANELBOARD LOCATION. UNLESS OTHERWISENOTED. INCLUDING DEFUCT OR OBSOLETE SYSTEMS.
2. EXISTING FIXTURE TO BE REMOVED AND SAVED. SALVAGED FIXTURE TO BE RECIRCUITED AND REINSTALLED.
3. REMOVE EXISTING PANEL, ALL EXISTING WIRE, AND RACEWAY.
4. REMOVE EXISTING SPECIAL SYSTEMS CABINET. PATCH AND REPAIR AS NECESSARY. PREP FOR NEW CABINET.
5. EXISTING PANEL TO REMAIN.

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ELECTRICAL DEMOLITION PLAN

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Sheet No. 7 of 15 Sheets

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GENERAL PROJECT NOTES:

A. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND PROVIDING ALL WORK INDICATED BY THESE DRAWINGS. THIS CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS IN ADDITION TO PERFORMING ALL OPERATIONS INCLUDING CUTTING, CHANNELING AND UNDERGROUND TRENCHING NECESSARY FOR THE INSTALLATION OF COMPLETE POWER, LIGHTING , OR OTHER SYSTEMS AS SHOWN.

B. PERFORM ALL ELECTRICAL WORK IN A NEAT AND WORKMANLIKE MANNER IN FULL COMPLIANCE WITH ALL APPLICABLE CODES AND THE NATIONAL ELECTRICAL CODE (NEC). ALL LOCAL AND STATE REQUIREMENTS WILL BE OBSERVED DURING THE PERFORMANCE OF THIS WORK.

C. SHOULD THE CONTRACTOR DETECT ANY DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND LEGAL OR SAFETY REQUIREMENTS FOR THE PROJECT, HE SHALL PROMPTLY NOTIFY THE ENGINEER IN WRITING. ONCE NOTIFIED THE ENGINEER SHALL MODIFY THE CONTRACT DOCUMENTS ACCORDINGLY. IF THE CONTRACTOR PROCEEDS WITH ANY WORK WHICH IS IN VARIANCE OF KNOWN LEGAL OR SAFETY REQUIREMENTS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THIS WORK AND SHALL PROMPTLY CORRECT THE WORK WHEN NOTIFIED WITHOUT ADDITIONAL COST TO THE OWNER.

D. FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK. NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH DEMOLITION. NO CLAIM FOR ADDITIONAL COST OR TIME EXTENSION WILL BE ALLOWED WITHOUT PROPER NOTICE PLUS PRIOR DETERMINATION OF TIME AND COST TO THE OWNER.

E. ANY DAMAGE ON THE CONSTRUCTION SITE CAUSED BY THE CONTRACTOR OR A PARTY TO THE CONTRACTOR SHALL BE REPAIRED PRIOR TO CONTRACT DATE OF SUBSTANTIAL COMPLETION AT NO ADDITIONAL EXPENSE TO THE OWNER.

F. EXTEND ALL CONDUIT AND CONDUCTORS, INSTALL ELECTRICAL EQUIPMENT AS NECESSARY, AND MAKE ALL FINAL CONNECTIONS TO MECHANICAL AND OWNER FURNISHED EQUIPMENT. LEAVE ALL EQUIPMENT IN OPERABLE CONDITION WITH APPROPRIATE OVERLOAD AND SERVICE DISCONNECT PROTECTION AS REQUIRED BY THE APPLICABLE CODES. FOLLOW MANUFACTURER INSTALLATION GUIDELINES WHERE APPLICABLE.

G. ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600 VOLTS WITH TYPE THHN/THWN, 90 DEGREE INSULATION UNLESS OTHERWISE INDICATED. MINIMUM WIRE SIZE SHALL BE #12 AWG FOR POWER CIRCUITS UNDER 100FT AND #10 AWG FOR POWER CIRCUITS OVER 100FT. CONDUCTORS SHALL BE SOLID FOR #12 AWG AND STRANDED FOR #10 AWG OR LARGER. ALL WIRING SHALL BE RUN IN CONDUIT INCLUDING LOW VOLTAGE CONTROL WIRING. SIGNAL WIRING MAY BE RUN IN PVC CONDUIT OR PVC FLEXIBLE TUBING.

H. WHERE REQUIRED TO PROTECT FROM PHYSICAL DAMAGE, CONDUIT SHALL BE RIGID OR IMC TYPE. RUN CONDUIT CONCEALED UNLESS OTHERWISE SHOWN ON THE DRAWINGS. USE FLEXIBLE METALLIC CONDUIT OR SURFACE MOUNTED RACEWAY ONLY WHEN APPROVED BY OWNER AND ARCHITECT. PROVIDE EXPANSION FITTINGS FOR CONDUIT CROSSING EXPANSION JOINTS.

I. SUPPORT ALL CONDUIT INDEPENDENTLY FROM THE BUILDING STRUCTURE. DO NOT SUPPORT FROM VENTILATION DUCTS, MECHANICAL PIPING, SUSPENDED CEILING GRIDS, OR THEIR HANGERS. USE ACCEPTABLE METHODS OF SUPPORT.

J. PROVIDE WIRING DEVICES RATED FOR THE GIVEN APPLICATION AS REQUIRED BY CODE. SPECIAL DEVICES SHALL BE PROVIDED AS INDICATED.

K. MAKE ALL MAIN FEEDER CONNECTIONS WITH SOLDERLESS, BOLTED TYPE CONNECTORS AND MAKE SMALLER WIRE SPLICES WITH PRESSURE TYPE CONNECTORS.

L. INSTALL EXTERIOR WIRING AND DEVICES IN CONDUIT WITH WEATHERPROOF FITTINGS AND IN WEATHERPROOF BOXES. EQUIPMENT SHALL BE RATED FOR EXTERIOR USE.

M. METERING AND ELECTRICAL SERVICE ENTRANCE REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE NEC AND LOCAL ELECTRIC UTILITY SYSTEM STANDARDS.

N. SIZE ALL BOXES AND ENCLOSURES PER THE NEC. PROVIDE WORKING SPACE FOR ELECTRICAL INSTALLATIONS IN ACCORDANCE WITH NEC, ARTICLE 110.

O. MAINTAIN A MINIMUM OF 24 INCH SEPARATION BETWEEN POWER CONDUITS AND SIGNAL CONDUITS AS PRACTICAL. ROUTE CONDUITS TO NOT CROSS EACH OTHER.

P. AFTER COMPLETION OF THE INSTALLATION, THE ENTIRE SYSTEM SHALL BE THOROUGHLY CLEANED. REMOVE ALL FOREIGN MATTER, PAINT, OIL, DIRT, GREASE, UNNEEDED LABELS OR STICKERS FROM FIXTURES AND EQUIPMENT. REMOVE ALL RUBBISH AND DEBRIS ACCUMULATED DURING INSTALLATION FROM THE PREMISES.

Q. ALL NEW WORK OUTLETS/DEVICES SHALL BE FLUSH IN WALLS CONDUIT/WIRING SHALL BE CONCEALED. EXPOSED CONDUIT OR WIREWAY IS UNACCEPTABLE. ROUTING OF FEEDERS AND MATERIALS USED FOR BOXES/DEVICES IN TILE WALLS SHALL BE APPROVED BY ARCHITECT AND ENGINEER PRIOR TO ROUGH IN. REPAIR AND GROUT AROUND NEW J-BOXES AND FINISH AS NECESSARY TO MATCH FINISH. COORDINATE WITH ARCHITECT IN FIELD PRIOR TO ROUGH-IN TO AVOID CONFLICTS.

R. COORDINATE FINAL LOCATION OF ALL CONDUIT/FEEDERS, PANELS, AND CONTROL PANELS WITH ENGINEER, OWNER, ARCHITECT, AND ALL TRADES PRIOR TO BEGINNING ANY ROUGH-IN WORK. PROVIDE WORKING CLEARANCES PER NEC. COORDINATE ROUTING OF FEEDERS WITHIN WALL CAVITIES OR CHASES. VERIFY CONDUIT ROUTING PRIOR TO ROUGH-IN.

ELECTRICAL SYMBOLS LEGEND

LIGHTING

SYMBOL	DESCRIPTION
	LIGHT (SEE LIGHT FIXTURE SCHEDULE)
	EMERGENCY LIGHT
	LIGHT 2X2 (SEE LIGHT FIXTURE SCHEDULE)
	RECESSED DOWNLIGHT
	PENDANT
	LIGHTING TRACK
	CEILING SURFACE MOUNTED
	LINEAR CEILING SURFACE MOUNTED
	SCONCE
	VANITY LIGHT
	STRIP LIGHT
	UNDER CABINET
	OUTDOOR POLE MOUNTED
	OUTDOOR SCONCE
	OUTDOOR WALL PACK
	EMERGENCY EXIT
	EMERGENCY EGRESS, 90" AFF
	CEILING FAN
$	SINGLE POLE SWITCH, 42" AFF
3$	THREE WAY SWITCH, 42" AFF
4$	FOUR WAY SWITCH, 40" AFF
WP$	WEATHER PROOF SWITCH, 42" AFF
D$	DIMMER SWITCH, 42" AFF
M$	MOTOR SWITCH, 42" AFF
	PUSH BUTTON SWITCH
TS	TIME SWITCH
LC	LIGHTING CONTACTOR
PC	PHOTO CELL
OS	OCCUPANCY SENSOR
	EXISTING DEVICE SHOWN DASHED

NOTE: THIS SYMBOLS LEGEND IS A GENERAL REPRESENTATION OF DEVICES USED. SOME PROJECTS MAY NOT UTILIZE ALL SYMBOLS REPRESENTED. COORDINATE ALL SYMBOLS FROM PLANS.

POWER

SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE, 18" AFF
	FOURPLEX RECEPTACLE, 18" AFF
	250V RECEPTACLE, 18" AFF
	DUPLEX RECEPT., 1/2 SWITCH, 18" AFF
GFI	GND FLT INTERRUPT RECEPT., 18" AFF
WP	**WEATHER PROOF RECEPTACLE**, 18" AFF
	SPECIAL RECEPTACLE
	SINGLE SPECIAL
	DUPLEX SPECIAL
	SIMPLEX RECEPTACLE
	CEILING MOUNTED DUPLEX RECEPTACLE
	FLOOR MOUNTED DUPLEX RECEPTACLE
	CLOCK OUTLET
	SURFACE MOUNTED PLUG RACEWAY
	DISCONNECT SWITCH
T$	THERMAL OVERLOAD SWITCH
	MOTOR OR EXHAUST FAN
	PULL BOX
J	CEILING MOUNTED JUNCTION BOX
J	WALL MOUNTED JUNCTION BOX
J	DROP CORD
T	THERMOSTAT OUTLET BOX
	ELECTRICAL PANEL, SURFACE MOUNTED
	ELECTRICAL PANEL, RECESSED MOUNTED
T	PAD MOUNT TRANSFORMER
T	WALL MOUNT TRANSFORMER
	ELECTRICAL KEYED NOTE
# #	EQUIPMENT SYMBOL
	CONDUIT LEADER LINE FOR SIZES
	BRANCH CIRCUIT HOMERUN
	GROUND
	GROUND ROD
	LIGHTNING ARRESTOR

SPECIAL SYSTEMS

SYMBOL	DESCRIPTION
F	FIRE ALARM PULL BOX, 42" AFF
F	FIRE ALARM STROBE, 90" AFF
F	FIRE ALARM HORN/STROBE, 90" AFF
MDH	FA MAGNETIC DOOR HOLDER
FS	FA FIRE/SMOKE DAMPER
RI	FA REMOTE INDICATOR
FS	FLOW SWITCH
TS	TAMPER SWITCH
	GAS DETECTOR
	HEAT DETECTOR
	SMOKE DETECTOR
	CEILING SPEAKER
	WALL MOUNTED SPEAKER, 90" AFF
V	SPEAKER VOLUME CONTROL, 42" AFF
	TELEVISION OUTLET
	SECURITY DIGITAL KEY PAD
	SECURITY INFRARED MOTION SENSOR
D	SECURITY DOOR CONTACTS
	SECURITY CAMERA
	COMMUNICATIONS/DATA OUTLET
	COMMUNICATIONS/DATA OUTLET, IN CEILING
	COMMUNICATIONS/DATA OUTLET, IN FLOOR
	PA CALL SWITCH
	BUZZER
	BELL
M	MICROPHONE, WALL MOUNTED
M	MICROPHONE, FLOOR MOUNTED
	TELEPHONE BACKBOARD
	PANIC BUTTON
	CARD READER
AD	AUTO DIALER
	WIRELESS MICROPHONE TRANSMITTER
	AUDIO MICROPHONE INPUT

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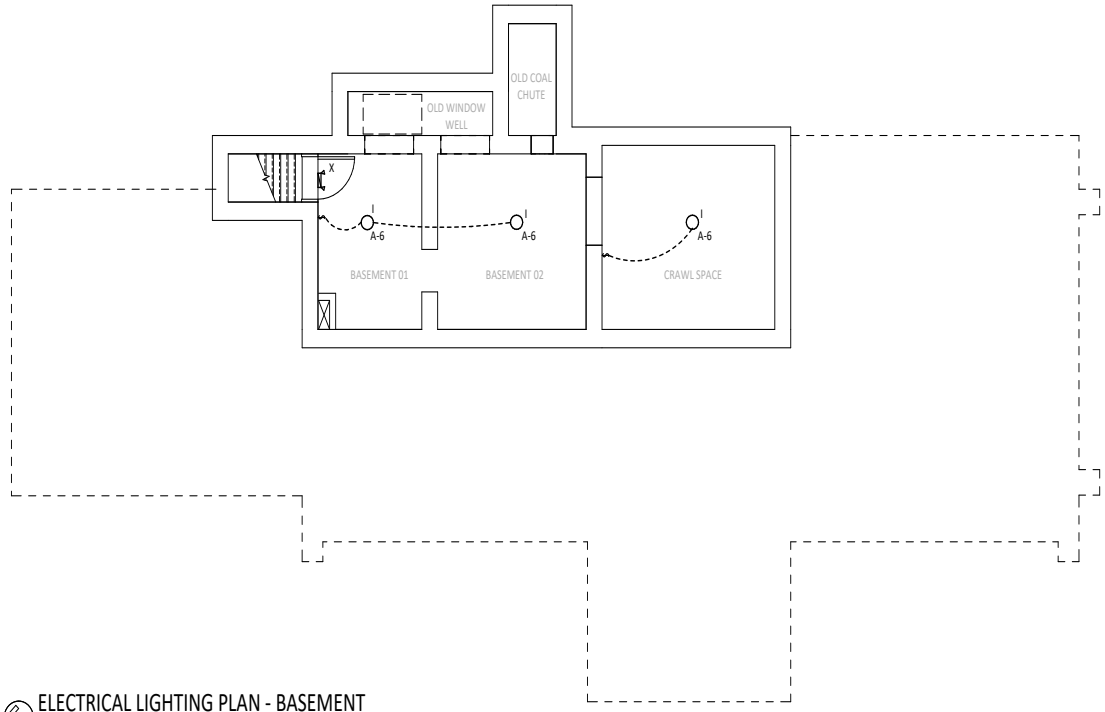
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ELECTRICAL GENERAL NOTES AND LEGEND

Sheet No.
E001
Sheet No. 5 of 15 Sheets

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ELECTRICAL LIGHTING PLAN - BASEMENT

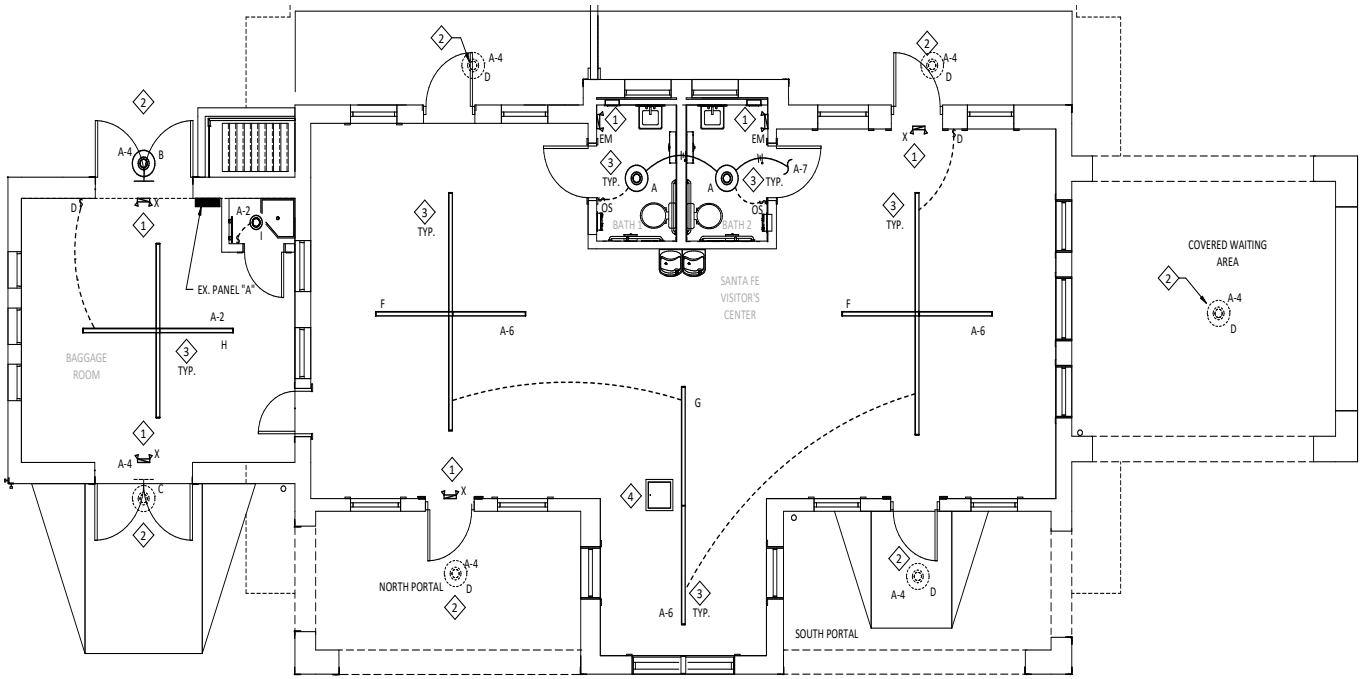
1/4" = 1'-0"

GENERAL SHEET NOTES:

A. SEE SHEET E001 AND E501 FOR ADDITIONAL REQUIREMENTS.

KEYED NOTES : ◇

1. CONNECT EMERGENCY AND EXIT LIGHT FIXTURE TO UNSWITCHED POWER CIRCUIT.
2. REINSTALL EXISTING LIGHTING FIXTURES. RE-FEED VIA TIME CLOCK. SEE "TIME CLOCK" DETAIL.
3. COORDINATE MOUNTING HEIGHT WITH ARCHITECT PRIOR TO INSTALL.
4. EXISTING ATTIC ACCESS HATCH.



ELECTRICAL LIGHTING PLAN - FIRST FLOOR

1/4" = 1'-0"

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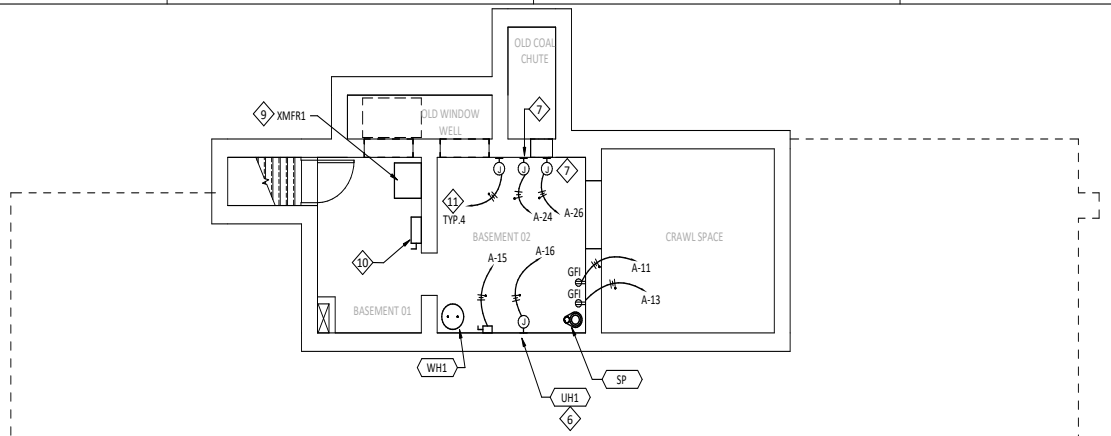
ELECTRICAL FLOOR PLAN

Sheet No.

E101

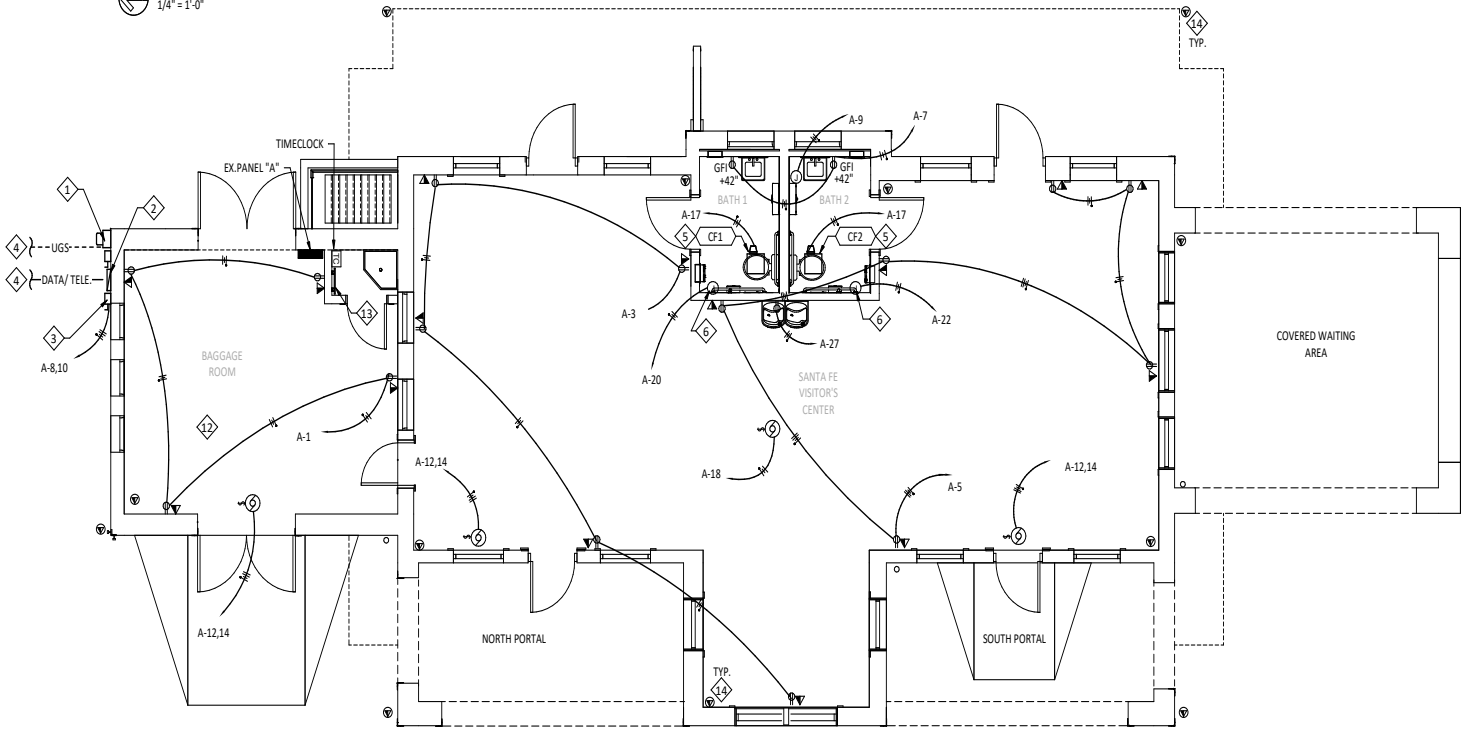
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ELECTRICAL POWER AND SPECIAL SYSTEMS PLAN - BASEMENT

1/4" = 1'-0"



ELECTRICAL POWER AND SPECIAL SYSTEMS PLAN - FIRST FLOOR

1/4" = 1'-0"

KEYED NOTES :

1. EXISTING UTILITY METER AND SERVICE DISCONNECT TO REMAIN.
2. PROVIDE 24"X24"X6" NEMA 3R CABINET WITH 4" CONDUIT FOR RECONNECTION OF DATA/ TELEPHONE/ SERVICES.
3. PROVIDED 60A DISCONNECT SAFETY SWITCH FUSED AT 45A FOR UNIT DISCONNECT. FEED FROM CIRCUIT INDICATED WITH 3 - #8 CU, 1 - # 10 CU GRD, THHN, IN 1"C.
4. RE-FEED BUILDING DATA SERVICE FROM D-MARK HANDHOLE BOX, FIELD VERIFY. COMPLETED AS PART OF THE VLADEM MUSEUM UTILITY UPGRADES.
5. INTERCONNECT EXHAUST FAN TO LIGHTING OCCUPANCY SENSOR SWITCH LEG OF SPACE SERVED. SET SENSOR FOR A MIN. 15 MINUTE DELAY.
6. PROVIDE BACKBOX WITH DISCONNECT AS REQUIRED BY NEC. PROVIDE RECPT. FOR CORD. AND PLUG APPLIACE BY MANF. COORDINATE WITH MECH. CONTRACTOR.
7. PROVIDE 120V, 20A, DISCONNECT FOR BOILER AND/OR PUMP. COORDINATE WITH MECH. CONTRACTOR FOR FINAL EQUIPMENT LOCATIONS.
8. INSTALL 120V NON-FUSED, 20A, DISCONNECT SWITCH FOR ERV UNIT PER NEC.
9. INSTALL 75KVA XMFR ON 4 IN. PAD IN BASEMENT. SEE ELECTRICAL RISER DIAGRAM FOR ALL REQ.
10. PROVIDE SECONDARY DISCONNECT SWITCH PER ELEC. RISER DIAGRAM AND NEC. FIELD VERIFY PRIOR TO INSTALL.
11. PROVIDE 4-120V, 15A, NON-FUSED DISCONNECT SWITCHES FOR CIRCULATING PUMPS. COORDINATE WITH MECH. CONTRACTOR FOR BOILER PUMP POWER.
12. SURFACE MOUNTED CONDUIT REQUIRED AT EXPOSED BRICK WALLS. VERIFY ALL EXPOSED CONDUIT ROUTING WITH ARCHITECT PRIOR TO STARTING WORK.
13. INSTALL BACKBOARD FOR TELEPHONE, DATA, AND SECURITY EQUIPMENT. COORDINATE WITH OWNER FOR EQUIPMENT REQUIREMENTS.
14. PROVIDE CEILING OR EXTERIOR DATA DEVICE FOR SECURITY CAMERA. COORDINATE WITH OWNER FOR EQUIPMENT SPECIFICATION PRIOR TO INSTALL.

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ELECTRICAL POWER AND SPECIAL SYSTEMS PLAN

Sheet No.

E201

Sheet No. 9 of 15 Sheets

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LOAD DESCRIPTION	CAT #	CB	POLES	CCT #	PHASE A LOAD	PHASE B LOAD	PHASE C LOAD	CCT #	POLES	CB	CAT #	LOAD DESCRIPTION
RECEPTACLES BAGGAGE	2	20	1	1	720			2	1	0	1	LIGHTING BAGGAGE
					150							
RECEPTACLES VISITOR CENTER N.	2	20	1	3		900		4	1	20	1	LIGHTING EXT./TC
						700						
RECEPTACLES VISITOR CENTER S.	2	20	1	5			900	6	1	20	1	LIGHTING VISITOR CENTER
							600					
LGT. & RECPT. RR'S	1	20	1	7	460			8	2	45	3	MECHANICAL CDU01
					4160							
FIXTURE SENSORS	2	20	1	9		240		10			3	MECHANICAL CDU01
						4160						
SUMP CONTROL	2	20	1	11			600	12	2	15	3	MECHANICAL SSU01, SSU02, SSU03
							625					
SUMP PUMP	3	20	1	13	480			14			3	MECHANICAL SSU01, SSU02, SSU03
					625							
WATER HEATER	4	30	1	15		2500		16	1	20	2	UH1
						1250						
MECHANICAL RR FANS	3	20	1	17			500	18	1	20	3	HRV
							1000					
CP1	3	15	1	19	900			20	1	20	3	EH01
					750							
CP2	3	15	1	21		900		22	1	20	3	EH02
						750						
CP3	3	15	1	23			900	24	1	20	3	BOILER 1
							1200					
CP4	3	15	1	25	900			26	1	20	3	BOILER 2
					1200							
SPARE		20		27				28		0		SPARE
SPARE		20		29				30		0		SPARE
SPARE		0		31				32		0		SPARE
SPARE		0		33				34		0		SPARE
SPARE		0		35				36		0		SPARE
SPACE		0		37				38		0		SPACE
SPACE		0		39				40		0		SPACE
SPACE		0		41				42		0		SPACE
					Total VA	10345	11400	6325				

Load Category	Connected	Dmd %	Demand
1.] Lighting	1910	1.25	2387.5
2.] Receptacles	4610	1	4610
	0	0.5	0
3.] Motor	12480	1.25	15600
	6570	1	6570
4.] Sub - Panels	2500	1	2500
Total		28070	31667.5

Feeder Size	SEE RISER
Connected kVA	28.07
Demand kVA	31.67
Connected Amps	78
Demand Amps	88

FED FROM 75 KVA TRANSFORMER
PER NEC: ALL MULTIWIRE BRANCH CIRCUITS SHALL BE PROVIDED WITH MULTIPOLE CIRCUIT BREAKERS PROVIDE SUBFEED CIRCUIT BREAKER SIZED AS SHOWN FOR ELECTRICAL EQUIPMENT.
PROVIDE HACR TYPE CIRCUIT BREAKERS FOR MECH EQUIPMENT
PROVIDE SWD TYPE CIRCUIT BREAKERS FOR LIGHTING CIRCUITS

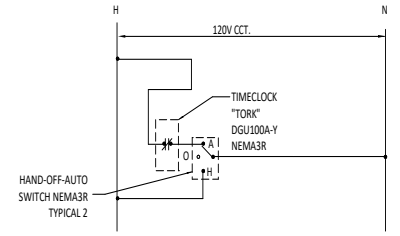
PANEL "A", 120/208V, 3PH., 4W
250AMP, MLO, 42 CIRCUIT, RECESSED,
NEMA 1 ENCLOSURE, TOP/BOTTOM FEED, DOOR-IN-DOOR

LIGHT FIXTURE SCHEDULE

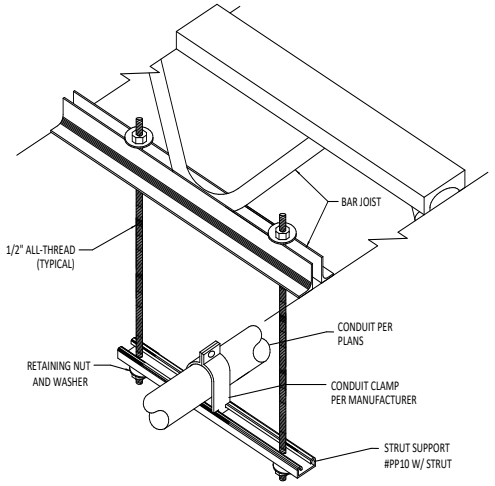
KEY	DESCRIPTION	MANUFACTURER	CATALOG #	TYPE	VOLT.	WATTS/ FIXTURE	MOUNTING	COMMENTS
A	SURFACE PENDANT	BARN LIGHT	ORIGINAL SERIES BLE-DN-WHS12-100--CN72-100-SBK-NA-NA-NA-NA-E26	LED E26	UNIV	100	SURFACE	FINISH SELECTED BY ARCHITECT
B	WALL LIGHT	BARN LIGHT	DOMINION SERIES BLE-G-SBD12-200-G8-200-NA-NA-NA-NA-NA-E26	LED E26	UNIV	100	WALL	FINISH SELECTED BY ARCHITECT
C	REINSTALLED WALL LIGHT	EXISTING	EXISTING	LED	UNIV	13	WALL	CLEAN, REPAIR, PAINT AND REINSTALL SEE ARCH SHEETS FOR MORE INFO.
D	REINSTALLED PENDANT	EXISTING	EXISTING	LED	UNIV	13	CEILING	CLEAN, REPAIR, PAINT AND REINSTALL SEE ARCH SHEETS FOR MORE INFO.
F	PENDANT DIMMABLE	PURE EDGE	NOVA SUSPENSION DOWN LIGHT - DIFFUSE WHITE - 100 DEG LENS - WHITE LOUVER - 3OOOK - NSDWM-SW-XX-30D-SN	LED	UNIV	5 PER FT.	CEILING	(2) 84" LONG X (2) 60" LONG; X-SHAPED POWER CONNECTOR W/ 4" ROUND CANOPY (NSM-XP-4R-SN) AND END CAPS (NSM-CA-SN). BOTTOM OF FIXTURE AT 126"A.F.F.
G	PENDANT DIMMABLE	PURE EDGE	NOVA SUSPENSION DOWN LIGHT - DIFFUSE WHITE - 100 DEG LENS - WHITE LOUVER - 3OOOK - NSDWM-SW-XX-30D-SN	LED	UNIV	5 PER FT.	CEILING	(2) 84" LONG; STRAIGHT POWER CONNECTOR W/ 4" ROUND CANOPY (NSM-SP-4R-SN) AND END CAPS (NSM-CA-SN). BOTTOM OF FIXTURE AT 126"A.F.F.
H	PENDANT DIMMABLE	PURE EDGE	NOVA SUSPENSION DOWN LIGHT - DIFFUSE WHITE - 100 DEG LENS - WHITE LOUVER - 3OOOK - NSDWM-SW-XX-30D-SN	LED	UNIV	5 PER FT.	CEILING	(2) 60" LONG X (2) 60" LONG; X-SHAPED POWER CONNECTOR W/ 4" ROUND CANOPY (NSM-XP-4R-SN) AND END CAPS (NSM-CA-SN). BOTTOM OF FIXTURE AT 102"A.F.F.
I	SURFACE LIGHT	LITHONIA	FMLRL 11 14830	LED	UNIV	16	SURFACE	FINISH SELECTED BY ARCHITECT
X	EXIT SIGN ONLY	LITHONIA	LQM S W 3 G EL N	LED	UNIV	2	SURFACE	FINISH SELECTED BY ARCHITECT
EM	EMERGENCY WALL PACK	LITHONIA	AFN W	LED	UNIV	2	SURFACE	FINISH SELECTED BY ARCHITECT

DEVICE SCHEDULE

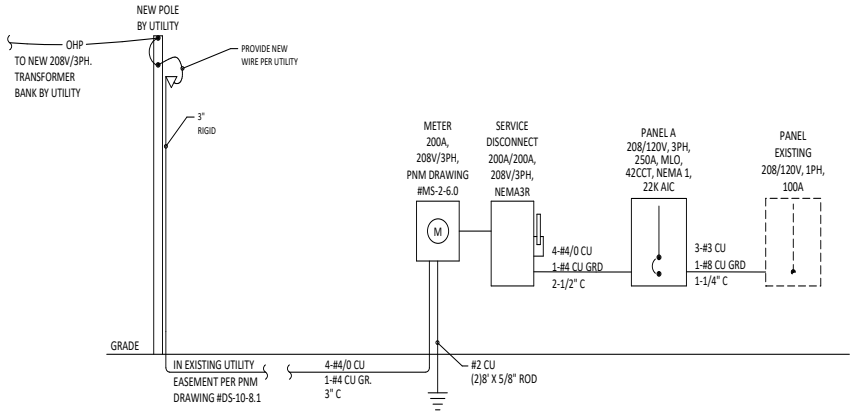
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S_{DM}	LINE VOLTAGE WALL DIMMER SWITCH	ACUITY	SPODMRD (COORDINATE COLOR WITH ARCHITECT PRIOR TO ORDERING) (OR EQUAL PERFORMANCE)	WALL
S_{OS}	LINE VOLTAGE WALL SWITCH & OCCUPANCY SENSOR	ACUITY	WSX (COORDINATE COLOR WITH ARCHITECT PRIOR TO ORDERING) (OR EQUAL PERFORMANCE)	WALL
S	LINE VOLTAGE WALL SWITCH	LEVITON	20A TOGGLE SWITCH (COORDINATE COLOR WITH ARCHITECT PRIOR TO ORDERING) (OR EQUAL PERFORMANCE)	WALL



TIME CLOCK DETAIL
NOT TO SCALE



COUNDUIT SUPPORT DETAIL
NOT TO SCALE



ELECTRICAL RISER DIAGRAM
NOT TO SCALE

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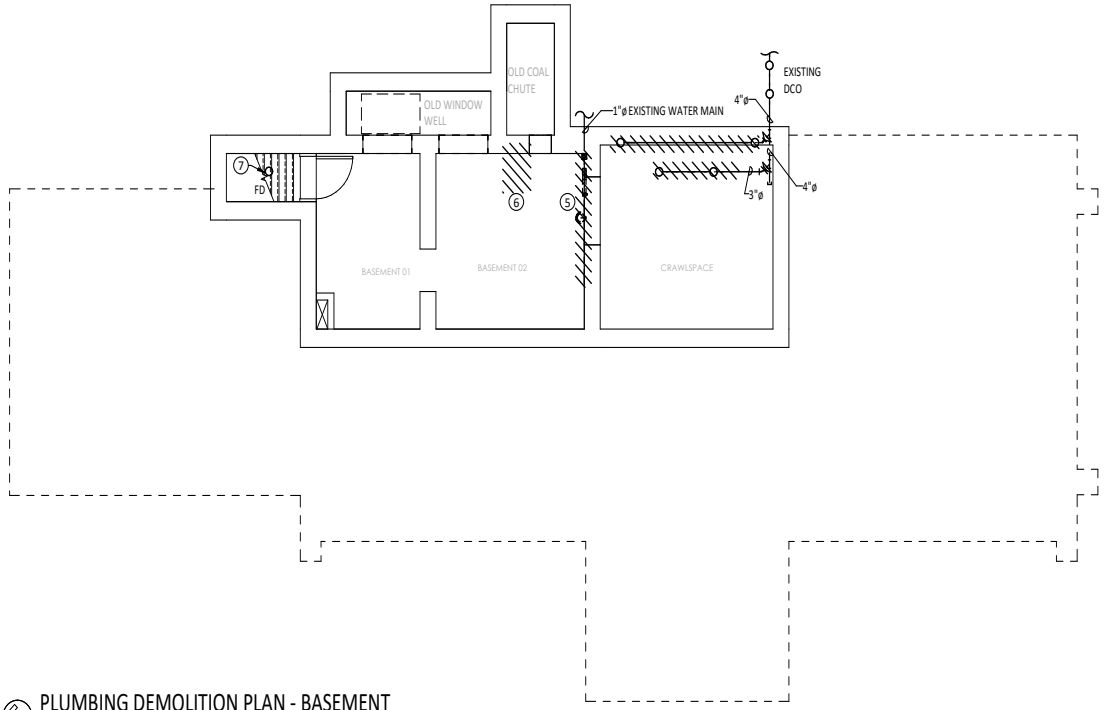
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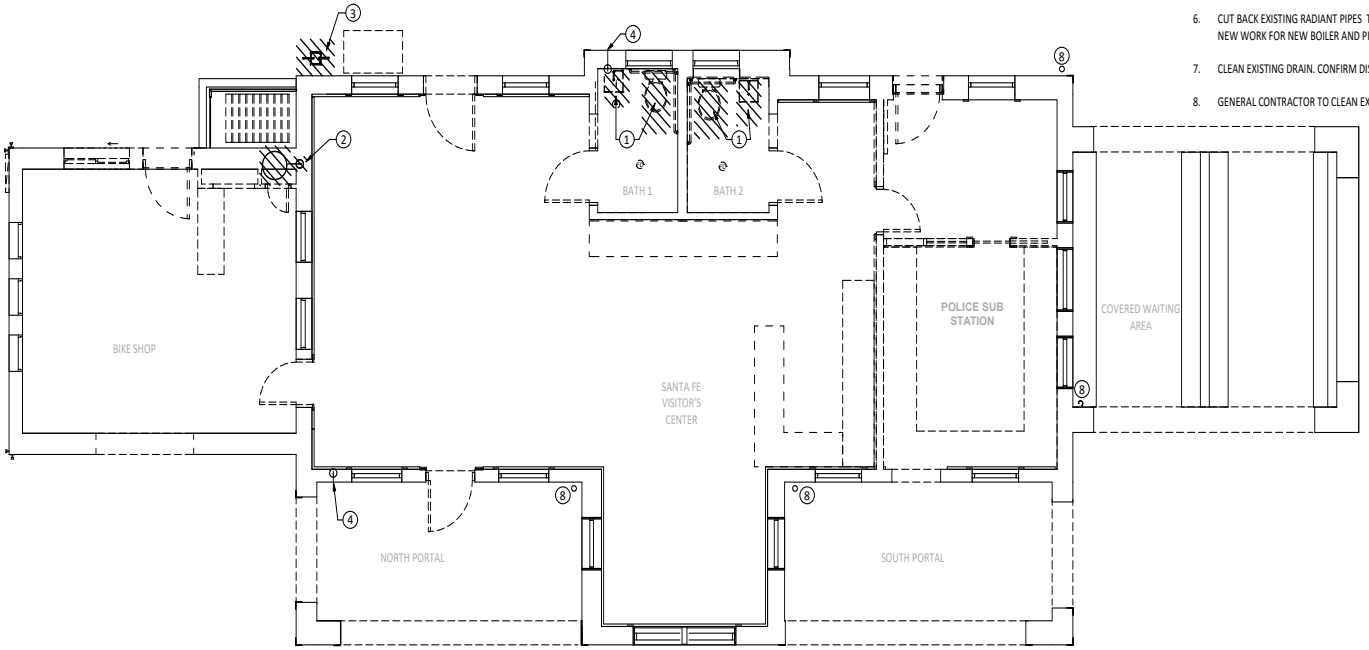
Sheet Name
ELECRTICAL DETAILS, DIAGRAMS, AND SCHEDULES

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E501
Sheet No. 10 of 15 Sheets

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PLUMBING DEMOLITION PLAN - BASEMENT
1/4" = 1'-0"



PLUMBING DEMOLITION PLAN - FIRST FLOOR
1/4" = 1'-0"

GENERAL SHEET NOTES:

A. BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A COMPLETE BID WITHIN THE SCOPE OF THE PLANS AND SPECIFICATIONS. WHEN UNCLEAR, VERIFY THE EXTENT OF REMOVALS PRIOR TO BID. PRIOR TO THE CONCLUSION OF THE ADDENDUM PERIOD IN THE BIDDING TIME FRAME, BRING TO THE ATTENTION OF THE ENGINEER ANY QUESTIONS IN REGARD TO THE EXTENT OF WORK OR ANY OTHER ISSUE RELATING TO THIS PROJECT. WITHOUT ANY CLARIFICATION BEYOND THESE AND THE BID DOCUMENTS, THE SUBMITTAL OF A BID WARRANTS THAT THE BIDDER FULLY UNDERSTANDS THE SCOPE.

B. REMOVE ALL EXISTING MATERIAL AND EQUIPMENT INDICATED. THE OWNER SHALL HAVE FIRST RIGHTS TO ALL EQUIPMENT TO BE REMOVED. DISPOSE OF ALL EQUIPMENT AND MATERIAL THAT IS NOT WANTED BY OWNER IN AN APPROVED MANNER PER THE LOCAL DICTATING AUTHORITY.

C. WHEN THE EXTENT OF REMOVAL IS UNCLEAR, REQUEST CLARIFICATION FROM ENGINEER PRIOR TO COMMENCING WORK.

D. WHEN MECHANICAL SYSTEMS ARE BEING REMODELED, COVER AND SEAL OPENINGS IN DUCTWORK, PIPING, OR MECHANICAL EQUIPMENT TO REMAIN IN OPERATION THROUGH REMAINDER OF PROJECT.

E. WHEN NOTES CALL FOR "DISCONNECT AND REMOVE" MECHANICAL EQUIPMENT, COORDINATE WITH ELECTRICAL SUBCONTRACTOR TO REMOVE ALL ASSOCIATED WIRE AND EXPOSED CONDUIT TO SOURCE. COORDINATE WITH ELECTRICAL SUBCONTRACTOR FOR THE RE-USE OF EXISTING CONDUITS AND/OR CONDUCTORS WHERE FEASIBLE PROVIDING THAT THEY ARE IN GOOD CONDITION AND COMPLY WITH CURRENT CODES AND STANDARDS.

F. REPAIR ALL DAMAGE TO WALLS, CEILING, ETC. IN A WORKMANLIKE MANNER. SEAL ALL WALL AND CEILING OPENINGS WITH MATCHING MATERIAL.

G. THE LOCATIONS OF EQUIPMENT SHOWN ON THE DRAWINGS IS BASED ON SITE OBSERVATIONS AND THE BEST AVAILABLE INFORMATION AT THE TIME OF DRAWING PREPARATION AND SOME DISCREPANCIES MAY EXIST. VERIFY THE EXACT LOCATIONS OF EQUIPMENT TO BE REMOVED IN THE FIELD AND REQUEST CLARIFICATION FROM ENGINEER WHEN EQUIPMENT LOCATION OR EXISTENCE DIFFERS FROM PLANS.

KEY NOTES :

1. REMOVE EXISTING FIXTURES AND DOMESTIC WATER. TEMPORARILY CAP WASTE AND VENT.
2. REMOVE TANK TYPE WATER HEATER AND CW DOMESTIC WATER LINE SERVICE WATER HEATER.
3. REMOVE EXISTING METER. COORDINATE WITH UTILITY FOR LARGER SERVICE.
4. EXISTING HOSE BIB TO REMAIN.
5. REMOVE EXISTING EXPANSION TANK AND BACKFLOW PREVENTER.
6. CUT BACK EXISTING RADIANT PIPES TO WALL. TEMPORARY CAP FOR NEW BOILER CONNECTION. SEE NEW WORK FOR NEW BOILER AND PIPING.
7. CLEAN EXISTING DRAIN. CONFIRM DISCHARGE POINT.
8. GENERAL CONTRACTOR TO CLEAN EXISTING STORM DRAINS TYP.

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PLUMBING DEMOLITION PLAN

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GENERAL PROJECT NOTES:

A. COMPLETE ALL WORK IN FULL COMPLIANCE WITH THE U.P.C., U.M.C., I.B.C., LIFE SAFETY CODE, N.F.P.A., ADA, AND ALL LOCAL CODES AND ORDINANCES.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE LAYOUT AND INSTALLATION OF THE PLUMBING SYSTEMS INCLUDING ALL COORDINATION WITH NEW AND EXISTING SERVICES, MECHANICAL EQUIPMENT, ELECTRICAL EQUIPMENT, CONDUIT, CEILING, AND ANY OTHER EQUIPMENT THAT MAY REQUIRE COORDINATION EFFORTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATION OF TEMPORARY CUT-OFF OF WATER, SEWER AND NATURAL GAS WITH OWNER AND FOR ALL NECESSARY TRENCHING, BACKFILLING, CUTTING, PATCHING, REPAIRING, ETC., ASSOCIATED WITH THE INSTALLATION OF THE PLUMBING SYSTEM SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE INSTALLATION OF THE FIXTURES WITH THE LOCAL CODE REQUIREMENTS FOR HANDICAP ACCESSIBILITY.

C. VERIFY INVERTS BEFORE ROUTING ANY AND ALL PIPING. NO COMPENSATION WILL BE MADE FOR CONTRACTOR'S FAILURE TO COORDINATE WORK WITH GENERAL CONTRACTOR AND OWNER, AND TO TOTALLY FAMILIARIZE HIMSELF WITH ALL CONSTRAINTS AND LIMITATIONS OF THE WORK REQUIRED.

D. WASTE PIPING SHALL BE STANDARD PVC. VENT PIPING SHALL BE PVC ABOVE AND BELOW THE FLOOR.

E. ALL WATER PIPING SHALL BE PEX ABOVE FLOOR PEX BELOW THE FLOOR. PVC CANNOT BE USED FOR DOMESTIC HOT WATER PIPING. ALL COPPER JOINTS SHALL BE MADE WITH 95/5 TIN/ANTIMONY OR SILVER SOLDERED JOINTS. NO LEAD SOLDER ALLOWED.

F. NATURAL GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL ABOVE GRADE AND SHALL BE SCHEDULE 40 BLACK STEEL WRAPPED WITH SCOTHCHWRAP OR POLYETHYLENE PIPING WHEN BURIED. PIPING SHALL BE PAINTED WHEN EXPOSED.

G. REFER TO PLUMBING FIXTURE SCHEDULE FOR WASTE, VENT. AND WATER LINE SIZES FOR INDIVIDUAL FIXTURES.

H. MINIMUM DEPTH OF BURY:

WATER	48 IN.
SEWER	24 IN.
NAT. GAS	24 IN.

I. ROUTE PIPING AS NEARLY AS POSSIBLE TO THE ROUTING INDICATED ON THE PLANS, BUT MAKE MINOR CHANGES IN ROUTING TO ACCOMMODATE THE CONDITIONS AT THE SITE. DO NOT UNDERTAKE MAJOR REROUTING OF PIPING WITHOUT WRITTEN APPROVAL FROM OWNER OR ENGINEER. BE RESPONSIBLE FOR ALL REQUIRED TRANSITIONS, OFFSETS, MINOR RELOCATIONS, AND ALL ASSOCIATED FITTINGS, PIPING, AND EQUIPMENT TO INSTALL A COMPLETE AND OPERATIONAL SYSTEM.

J. THE PROXIMITY OF WATER AND SEWER LINES SHALL BE AS FOLLOWS, UNLESS WRITTEN APPROVAL FROM THE STATE HEALTH DEPARTMENT SPECIFIES DIFFERENT CONDITIONS:

WHENEVER POSSIBLE, IT IS DESIRABLE TO LAY PARALLEL WATER AND SEWER LINES AT LEAST TEN FEET APART HORIZONTALLY, AND THE WATER LINE SHOULD BE AT A HIGHER ELEVATION THAN THE SEWER LINE. IF THIS IS NOT POSSIBLE, SEPARATE TRENCHES WILL BE REQUIRED IN ALL CASES (THIS SHALL BE EFFECTIVE EVEN THOUGH ONE LINE HAS BEEN INSTALLED PRIOR TO THE OTHER), AND THE WATER LINE SHALL BE AT LEAST TWO FEET ABOVE THE SEWER LINE. WHEN WATER AND SEWER LINES CROSS EACH OTHER, THE WATER SHALL BE AT LEAST THREE FEET ABOVE THE SEWER LINE; OTHERWISE, THE SEWER LINE SHALL BE OF CAST IRON PIPE, OR EQUIVALENT FOR NINE FEET EACH SIDE OF THE WATER LINE.

K. ALL CONTRACTORS BIDDING ON THIS PROJECT ARE CAUTIONED TO VISIT THE SITE AND MAKE ALL NECESSARY INQUIRIES TO DETERMINE THE EXISTING CONDITIONS PRIOR TO SUBMITTING THEIR BIDS. ANY LINES ENCOUNTERED WHICH MAY INTERFERE WITH NEW CONSTRUCTION SHALL BE RELOCATED IF ACTIVE AND ABANDONED IF INACTIVE BY THIS CONTRACTOR UNDER THIS CONTRACT BY FIRST CONTACTING THE ARCHITECT FOR A RULING AS TO THEIR REMOVAL, RELOCATION, ETC.

L. INSTALL ISOLATION VALVES AND UNIONS AT ALL BRANCH TAKEOFFS. PROVIDE ACCESS PANELS TO ALL INACCESSIBLE PLUMBING EQUIPMENT TO INCLUDE BUT NOT LIMITED TO VALVES, CONTROL VALVES, ETC.

M. ALL PIPING (DOMESTIC HOT WATER, DOMESTIC COLD WATER) IN THE BUILDING SHALL BE INSULATED ACCORDING TO THE SPECIFICATIONS OR THE NEW MODEL ENERGY CODE WHICH EVER IS MORE STRINGENT.

N. DO NOT INSTALL DOMESTIC HOT WATER LINES AND DOMESTIC COLD WATER LINES IN THE SAME TRENCH WITHOUT PERMISSION FROM THE ENGINEER.

O. PROVIDE WALL CLEANOUTS AT ALL SINKS, LAVATORIES, WATER COOLERS, AND WALL MOUNTED URINALS.

P. PROVIDE 12 IN. LONG VERTICAL UPWARD CAPPED AIR RISERS AT EACH FIXTURE FOR BOTH HW & CW CONNECTIONS TO SERVE AS SHOCK ABSORBERS.

Q. PROVIDE GAS COCKS AND FLEXIBLE CONNECTIONS AT EACH GAS OUTLET FOR APPLIANCES AND WATER HEATER.

R. INSTALL CONDENSATE AND OVERFLOW PIPING FROM ALL MECHANICAL EQUIPMENT DRAIN POINTS. EXTEND AND TERMINATE PER UMC/UPC. ALL CONDENSATE AND OVERFLOW PIPING SHALL BE INSULATED PER SPECIFICATIONS FOR APPROPRIATE TEMPERATURE RANGE.

S. INSULATE ALL COLD AND HOT WATER SUPPLY TUBING AND P-TRAPS AT EACH ADA LAVATORY WITH "TRAP-WRAP" BY BROCAR PRODUCTS INC. INCLUDE ALL FITTINGS FOR A COMPLETE INSTALLATION.

PLUMBING LEGEND

EQUIPMENT

SYMBOL	DESCRIPTION
	CLEANOUT TO GRADE (CO)
	DOUBLE CLEANOUT TO GRADE (DCO)
	WALL CLEANOUT (WCO)
	VENT THROUGH ROOF (V.T.R.)
	FLOOR DRAIN (FD)
	FLOOR SINK (FS)
	TRENCH DRAIN (TD)
	AREA DRAIN (AD)
	HOSE BIBB (HB)
	YARD HYDRANT (YH)
	TRAP PRIMER (TP)
	ACCESS PANEL (AP)
	WATER HAMMER ARRESTOR (WHA)
	ROOF DRAIN (RD)
	WASHER BOX (WB)
	EXPANSION TANK (ET)
	SUMP PUMP (SP)
	WATER HEATER (WH)
	BACKFLOW PREVENTER (BFP)
	RECIRCULATING PUMP (RP)
	GAS METER

FITTINGS

SYMBOL	DESCRIPTION
	UNION
	ELBOW UP
	ELBOW DOWN
	TEE UP
	TEE DOWN
	BREAK
	CAP

VALVES

SYMBOL	DESCRIPTION
	GATE VALVE
	CHECK VAVLE
	BALL VALVE
	PRESSURE REDUCING VALVE
	OUTSIDE STEM AND YOKE
	BALANCING, GAS COCK OR GAUGE COCK
	STEAM TRAP
	VALVE IN RISER
	AUTO FLOW CONTROL VALVE

PIPING

SYMBOL	DESCRIPTION
	EXISTING PIPING
	PIPING TO BE REMOVED
	SANITARY SEWER PIPING
	VENT PIPING
	DOMESTIC COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC RECIRCULATION PIPING
GAS	GAS PIPING
LG	LOW PRESSURE GAS PIPING
MG	MEDIUM PRESSURE GAS PIPING
LP	LIQUID PETROLEUM GAS PIPING
SD	STORM DRAIN PIPING
OD	OVER FLOW DRAIN PIPING
RD	ROOF DRAIN PIPING
C	CONDENSATE PIPING
CA	COMPRESSED AIR
AW	ACID WASTE PIPING

TEXT SYMBOLS

SYMBOL	DESCRIPTION
(#)	MECHANICAL KEYED NOTES
	PIPE LEADER LINE FOR SIZES
	POINT OF CONNECTION
	POINT OF DISCONNECTION
###	EQUIPMENT DESIGNATION
#	REVISION DELTA
	ARROW INDICATES DIRECTION OF FLOW
UP	RISE IN DIRECTION OF FLOW
DN	DROP IN DIRECTION OF FLOW

NOTE: THIS SYMBOLS LEGEND IS A GENERAL REPRESENTATION OF DEVICES USED. SOME PROJECTS MAY NOT UTILIZE ALL SYMBOLS REPRESENTED. COORDINATE ALL SYMBOLS FROM PLANS.

PLUMBING LEGEND

SITE UTILITIES

SYMBOL	DESCRIPTION
	GATE VALVE
	BALL VALVE
	BALANCING, GAS COCK OR GAUGE COCK
	HYDRANT
	TRENCH DRAIN (TD)
	YARD HYDRANT (YH)
	EXISTING PIPING
	PIPING TO BE REMOVED
CW	DOMESTIC COLD WATER PIPING
W	WASTE PIPING
F	FIRE LINE
SW	STORM WATER PIPING
HW	HARVEST WATER LINE

NOTE: THIS SYMBOLS LEGEND IS A GENERAL REPRESENTATION OF DEVICES USED. SOME PROJECTS MAY NOT UTILIZE ALL SYMBOLS REPRESENTED. COORDINATE ALL SYMBOLS FROM PLANS.

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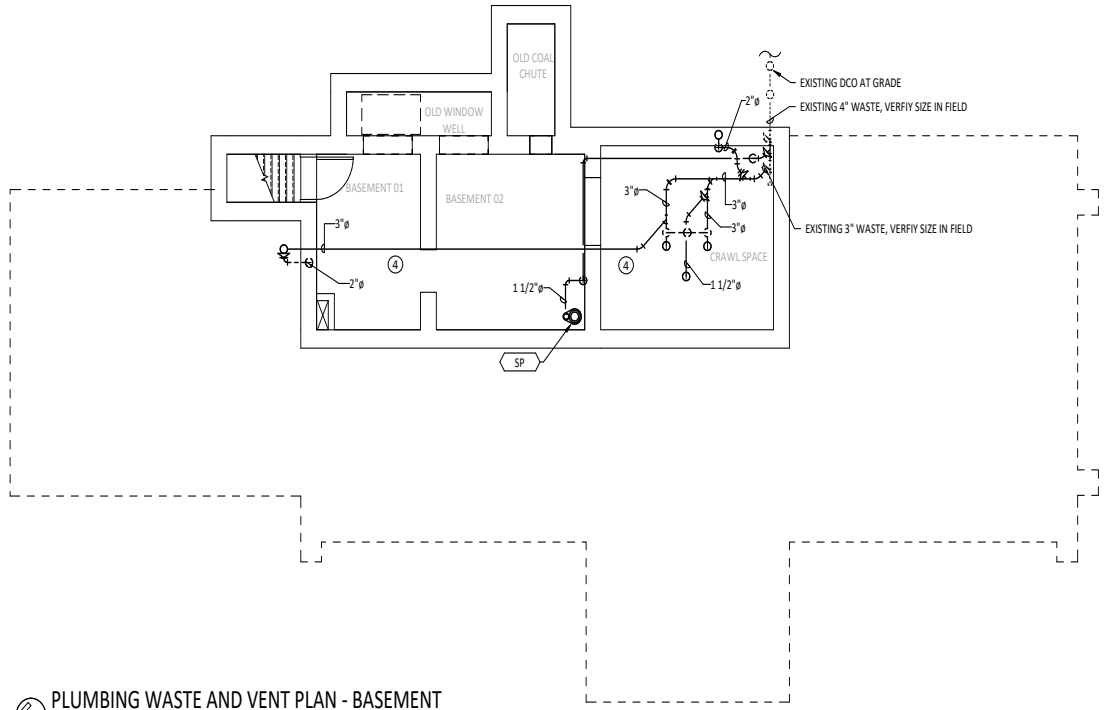
PLUMBING GENERAL NOTES AND LEGEND

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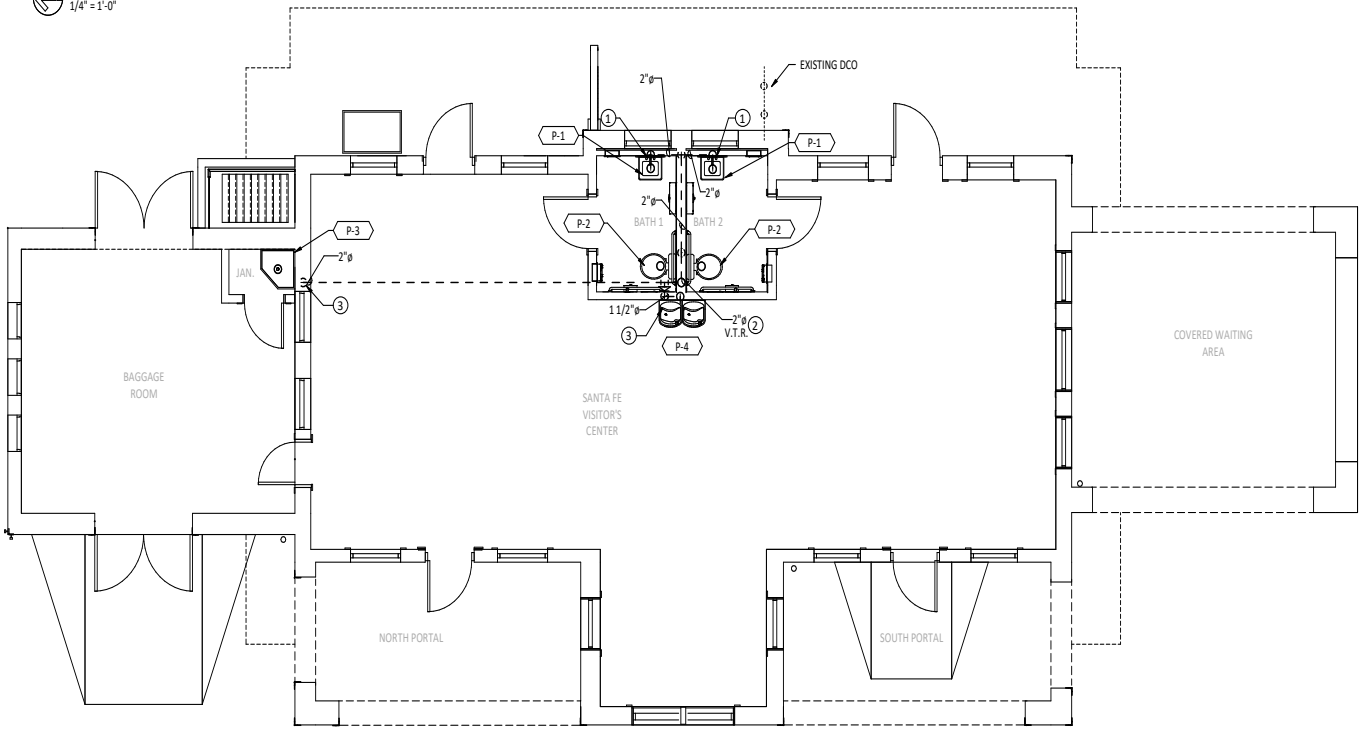


PLUMBING WASTE AND VENT PLAN - BASEMENT

1/4" = 1'-0"

KEY NOTES :

1. INSTALL WALL CLEANOUT ABOVE FINISHED FLOOR AT UPC MINIMUM HEIGHT.
2. ROUTE VENT PIPE TO ATTIC SPACE. ROUTE THROUGH EXISTING ROOF PENETRATION PER UPC. FIELD COORDINAT LOCATION.
3. ROUTE NEW WASTE VENT UP TO ATTIC SPACE. ROUTE VENT PIPE TO ATTIC SPACE. ROUTE THROUGH EXISTING ROOF PENETRATION PER UPC. FIELD COORDINATE LOCATION.
4. PIPING IN THE BASEMENT SHOWN AT CEILING LEVEL. HANG FROM CEILING.
5. NEW GAS METER. COORDINATE WITH UTILITY.



PLUMBING WASTE AND VENT PLAN - FIRST FLOOR

1/4" = 1'-0"

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PLUMBING WASTE AND VENT FLOOR PLAN

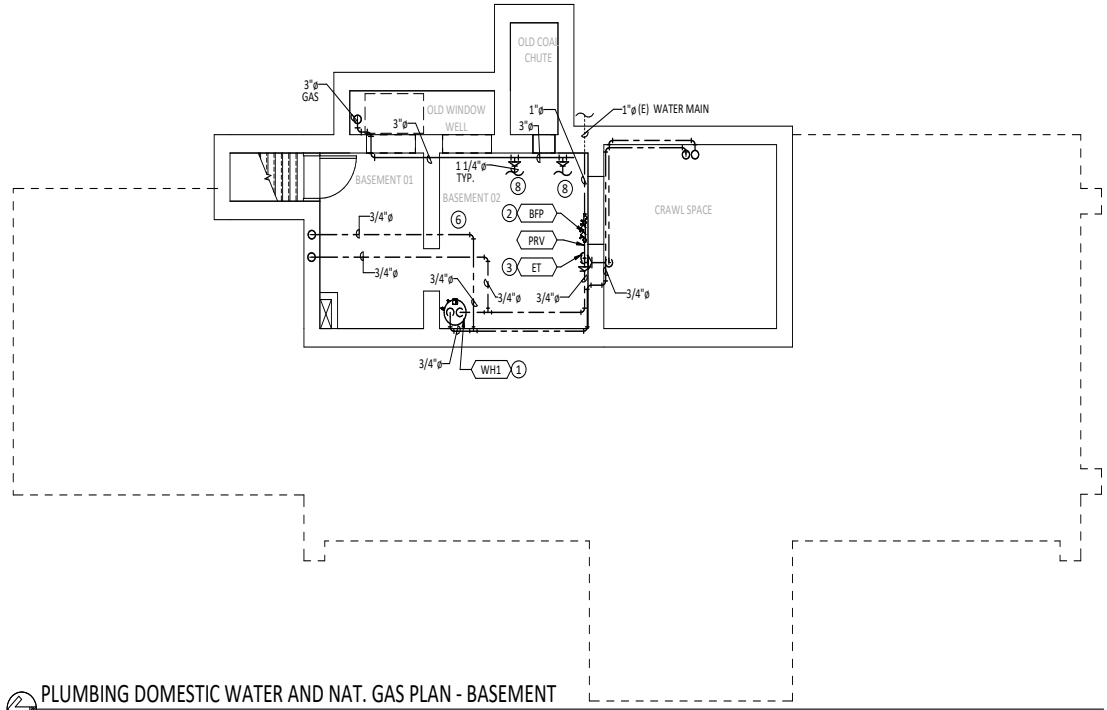
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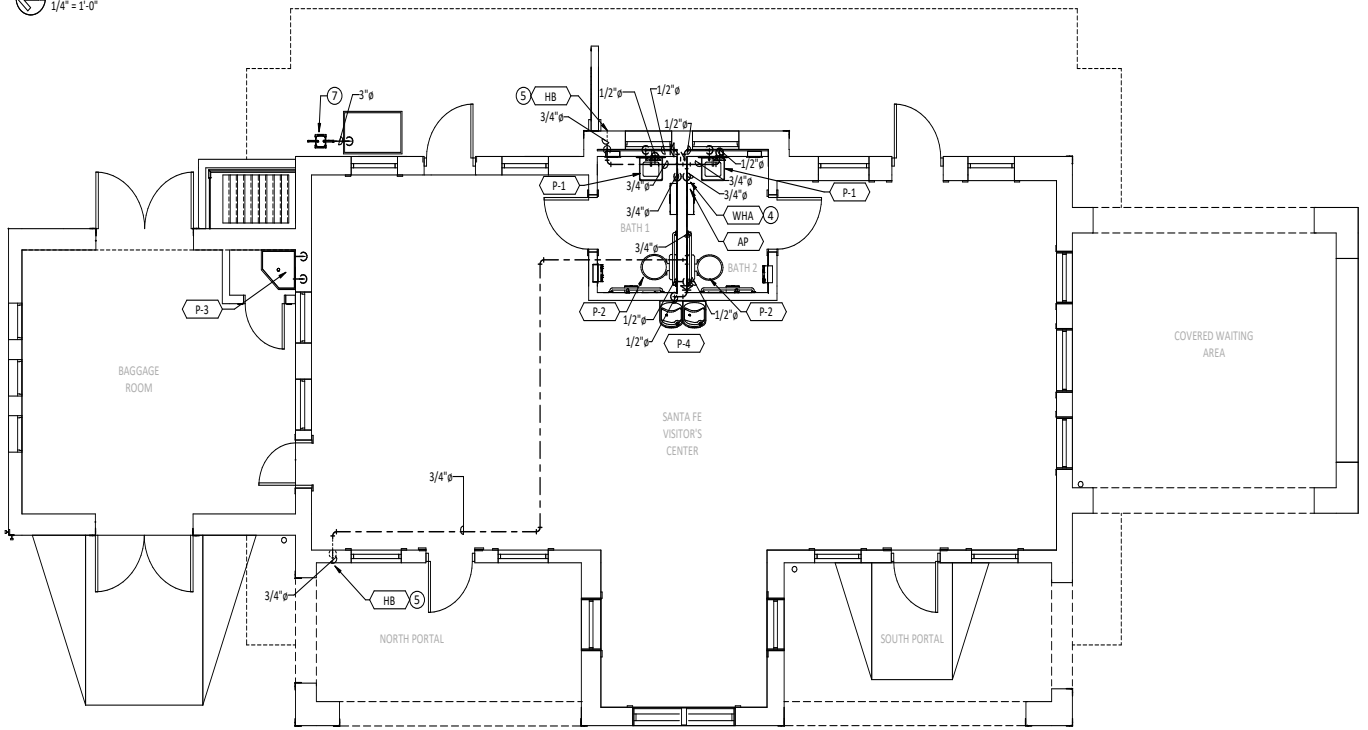
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PLUMBING DOMESTIC WATER AND NAT. GAS PLAN - BASEMENT

1/4" = 1'-0"



PLUMBING DOMESTIC WATER AND NAT. GAS PLAN - FIRST FLOOR

1/4" = 1'-0"

GENERAL SHEET NOTES:

A. ALL PIPE ROUTES SHOWN ARE DIAGRAMMATIC. FIELD COORDINATE FINAL LOCATIONS PRIOR TO INSTALL.

KEY NOTES :

1. INSTALL POINT OF USE WATER HEATERS IN BASEMENT. COORDINATE WITH ELECTRICAL CONTRACTOR FOR POWER ROUGH-IN LOCATION PRIOR TO INSTALL. INSTALL PER MANUFACTURER RECOMMENDATIONS.
2. INSTALL UPC APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE 'BFP' IN MECHANICAL CLOSET. ROUTE REDUCE PRESSURE DISCHARGE PIPE TO FLOOR SINK AND TERMINATE WITH INDIRECT CONNECTION.
3. INSTALL EXPANSION TANK DOWNSTREAM OF "BFP" AND ROUTE PIPING UP INTO CEILING SPACE.
4. INSTALL WATER HAMMER ARRESTOR WITH ACCESS PANEL FOR SERVICE. COORDINATE ACCESS PANEL LOCATION WITH ARCHITECT PRIOR TO INSTALL.
5. EXISTING HOSE BIB TO REMAIN. VERIFY PIPING LOCATIONS IN THE FEILD FOR RECONNECTION.
6. PIPING IN THE BASEMENT SHOWN AT CEILING LEVEL. HANG FROM CEILING.
7. COORDINATE WITH GAS UTILITY FOR NEW METER, REGULATOR, AND DISTRIBUTION AS SHOWN. TOTAL CFH = 1150MBH AT 14 IN. WC.
8. PROVIDE BOILER BRANCH PIPE WITH SHUTOFF VALVE PER BOILER MANUFACTURER. SEE NAT. GAS PIPE CONNECTION DETAIL FOR ADDITIONAL REQ.

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PROJECT #: 19018

PLUMBING EQUIPMENT SCHEDULE:

P-1 LAVATORY, WALL-MOUNT, ACCESSIBLE: VITREOUS CHINA LAVATORY, DRILLED FOR CONCEALED ARM CARRIER, WITH 4 IN. FAUCET CENTERS, WALL STOPS, AND INSULATED P-TRAP AND HOT WATER LINE. WALL STOPS SHALL HAVE THREADED INLET AND COMPRESSION OUTLET CONNECTIONS. PROVIDE WALL SUPPORT SYSTEM BY ZURN, NO. Z-1231 WITH CONCEALED ARMS. FAUCET AND FITTINGS: FAUCET: "ZURN" NO. Z-6915-XL-L SENSOR OPERATED HARD WIRED WITH MIXING VALVE, COVER PLATE, POLISHED CHROME GRID DRAIN, 3/8" O.D. COPPER SUPPLY TUBES AND 0.5 GPM VANDAL-RESISTANT FLOW DEVICE. TRUEBRO 102W INSULATION FOR P-TRAP, OFFSET TAILPIECE AND HOT & COLD SUPPLIES. INSTALL PER ADA REQUIREMENTS. PROVE WITH P6000-HW6 POWER INVERTER AND MINI JUNCTION BOX. PROVIDE "ZURN" NO. Z6900-VG VANDAL GUARD SHIELD, WHITE FINISH OR EQUAL.
"AMERICAN STANDARD" LUCERNE NO. 0355.012
WASTE = 2 IN., VENT = 1-1/2 IN., CW & HW = 1/2 IN.

P-2 WATER CLOSET, TANK TYPE ACCESSIBLE: WATER SAVING, 1.6 GPF, VITREOUS CHINA WATER CLOSET WITH CLOSE-COUPLED TANK, 16-1/8 IN. HIGH ELONGATED BOWL, SIPHON ACTION JETTED BOWL. COMPLETE WITH FLOAT VALVE, SOLID PLASTIC OPEN FRONT SEAT AND COVER WITH LIFT-OFF HINGE SYSTEM, BOLT CAPS, AND ANGLE STOP. PROVIDE "AMRICAN STANDARD" ACTIVATE
"AMERICAN STANDARD" CADET NO. 270AA
WASTE = 3 IN., VENT = 2 IN., CW = 1/2 IN.

P-3 MOP SERVICE BASIN: CORNER UNIT, 24 IN. X 24 IN. X 12 IN. DEEP, ONE PIECE PRE-CAST TERRAZZO WITH STAINLESS STEEL CAPS ON ALL CURBS, 2 IN. THICK MINIMUM SHOULDERS, 3 IN. DRAIN CONNECTION, "CHICAGO FAUCET" NO. 835 SERVICE SINK FITTING WITH EXPOSED VALVES, RIGID SPOUT, VACUUM BREAKER, WALL BRACE, PAIL HOOK, AND 3/4 IN. HOSE THREAD. PROVIDE MOP HANGER NO. 889-CC.
"FIAT" NO. TSBC-6010
WASTE = 3 IN., VENT = 1-1/2 IN., CW & HW = 3/4 IN.

P-4 DRINKING FOUNTAIN, HANDICAPPED: BARRIER-FREE, WALL-MOUNTED, ONE PIECE BI-LEVEL STAINLESS STEEL FOUNTAIN WITH SATIN FINISH, COMPLETE WITH WALL STOPS, FRONT PUSH BAR OPERATION, AND ALL ITEMS NECESSARY FOR COMPLETE OPERATION. WALL STOPS SHALL HAVE THREADED INLET AND COMPRESSION OUTLET CONNECTIONS. PROVIDE WALL SUPPORT SYSTEM BY ZURN, NO. Z-1225-BL WITH TOP AND BOTTOM PLATES. INSTALL PER ADA REQUIREMENTS.
"HALSEY-TAYLOR" NO. – HRF-SEBP
WASTE = 2 IN., VENT = 1-1/2 IN., CW = 1/2 IN.

SP SUMP PUMP: PROVIDE MIN. 60 GALLON SUMP CONTAINER OR PIT FOR WITH ONE PIECE GAS TIGHT COVER, 2" VENT AND 1-1/4" DISCHARGE. SUMP PUMP TO BE , 1/2 HP CAST IRON PUMP AND THERMOPLASTIC CONSTRUCTION, 8 FT. POWER CORD, FLOAT, AND ALL EQUIPMENT FOR COMPLETE OPERATION. 25 GPM @ 10 FT.OF HEAD.
ELEC: 115V/1PH/60 HZ, 10.5A
"ZOELLER" MODEL 49

WH WATER HEATER: ENERGY SAVING, ELECTRIC, DOMESTIC HOT WATER HEATER WITH A 20 GALLON STORAGE TANK, WORKING PRESSURE RATING OF 150 PSI, FACTORY-INSTALLED TEMPERATURE AND PRESSURE RELIEF VALVE, 2 IN. THICK POLYURETHANE FOAM INSULATION, TANK INSPECTION PORT, AND DRAIN VALVE. TOTAL WATTAGE: 6000 WATTS WITH 3 ELEMENTS. RECOVERY: 11 GPH AT 90 DEG. F TEMPERATURE RISE.
ELEC: 120V/1PH/60HZ
"AO SMITH" NO. EJCT-20
(SEE PLAN FOR LINE SIZES)

FCO FINISH FLOOR CLEANOUT: CAST IRON CLEANOUT WITH THREADED ADJUSTABLE HOUSING, SV HUB OUTLET, FLANGED FERRULE WITH PLUG ROUND SCORIATED CAST IRON, SATIN BRONZE TRACTOR TOP. SEE PLANS FOR SIZES.
"ZURN" NO. Z-1400-VP
WASTE = (SEE PLANS)

WCO WALL CLEANOUT: BRASS PLUG WITH ROUND STAINLESS STEEL SECURED ACCESS COVER AND VANDAL PROOF SCREW.
"ZURN" NO. Z-1468-VP
WASTE = (SEE PLANS)

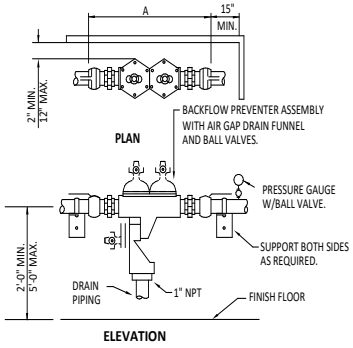
BFP REDUCED PRESSURE BACKFLOW PREVENTER: DOUBLE CHECK VALVE AND REDUCE PRESSURE ASSEMBLY SELECTED AND PROVIDED BY CONTRACTOR IN COORDINATION WITH OWNER. PROVIDE WITH STRAINER, SHUTOFF VALVES, UNIONS, INTERNAL RELIEF VALVE, BRONZE CONSTRUCTION, AND ALL EQUIPMENT FOR A COMPLETE OPERATION.
"WATTS" SIZE: PIPE SIZE = 1 IN.

PRV PRESSURE REDUCING VALVE: A.S.S.E. NO. 1003 AND CSA B356 COMPLIANCE. BRONZE BODY CONSTRUCTION WITH RENEWABLE STAINLESS STEEL SEAT, STAINLESS STEEL INTEGRAL STRAINER SCREEN, REINFORCES DIAPHRAGM AND BUNA 'N' VALVE DISC.
"WATTS" NO. 223. SIZE: 1 IN.

ET EXPANSION TANK: PRE-PRESSURIZED, DIAPHRAGM TYPE EXPANSION TANK FOR POTABLE, OPEN, HOT WATER SYSTEMS. TOTAL TANK VOLUME OF 2 GALLONS; MAXIMUM ACCEPTANCE FACTOR OF 0.45; OPERATING TEMPERATURE OF 200 DEG. F.
"AMTROL" THERM-X-TROL NO. ST 5C

WHA WATER HAMMER ARRESTOR: WATER HAMMER ARRESTOR WITH NESTING TYPE BELLOWS CONTAINED WITHIN CASING HAVING SUFFICIENT DISPLACEMENT VOLUME TO DISSIPATE THE CALCULATED KINETIC ENERGY GENERATED IN THE PIPING SYSTEM. BOTH CASING AND BELLOWS ARE CONSTRUCTED OF 18-8 STAINLESS STEEL. SIZE AND LOCATE IN ACCESSIBLE LOCATION PER MANUFACTURER'S GUIDELINES.
"ZURN" NO. Z-1700, SIZE: BY CONTRACTOR, PER FIXTURE UNIT COUNT

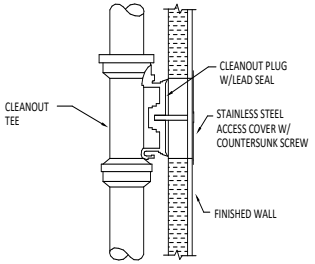
AP ACCESS PANEL: PROVIDE AND INSTALL CEILING OR WALL MOUNTED ACCESS PANEL, FOR WALL OR CEILING TYPE SPECIFIED, WHERE REQUIRED FOR ACCESS TO VALVES AND WATER HAMMER ARRESTORS IN PLUMBING WALLS OR ABOVE HARD CEILINGS. PROVIDE WITH KEY OPERATED CAM LATCH. SIZE: 12 IN. X 12 IN. PROVIDE TWO (2) SETS OF KEYS TO OWNER. CONFIRM ALL LOCATION IN THE FIELD WITH ARCHITECT.
"ACUDOR"



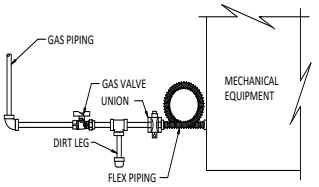
DIMENSIONS AND WEIGHTS		
UNIT SIZE	A	UNIT WT.
1"	19"	22 LBS.

GENERAL NOTES:
1. ROUTE BACKFLOW PREVENTER DRAIN PIPING TO NEAREST FLOOR DRAIN.
2. DRAIN PIPING SIZE FOR ONE BFP SHALL BE A MINIMUM OF 1 1/2 TIMES THE BFP PORT SIZE. FOR 2 OR MORE BFP'S (ON THE SAME DRAIN PIPING) THE COLLECTING DRAIN PIPING AREA SHALL BE A MINIMUM OF THE SUM OF THE INDIVIDUAL BFP DRAIN PIPING AREAS.

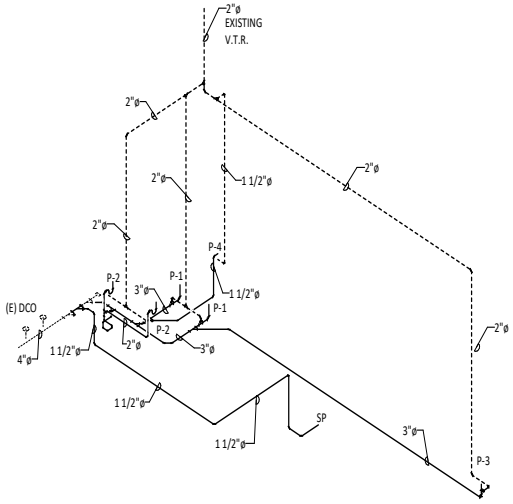
BACKFLOW PREVENTOR DETAIL



WALL CLEANOUT DETAIL

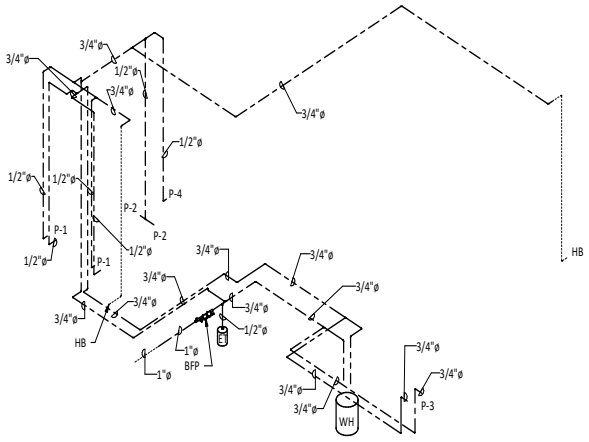


NATURAL GAS PIPING CONNECTION DETAIL



PLUMBING WASTE AND VENT RISER DIAGRAM

NOT TO SCALE



PLUMBING DOMESTIC WATER RISER DIAGRAM

NOT TO SCALE

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Barbara Felix Architecture + Design
511 Agua Fria Street, Santa Fe, NM 87501
Phone: 505.820.1355 Fax: 505.820.1527

4/16/21
KARL TIPTON
NEW MEXICO
21200
REGISTERED
PROFESSIONAL ENGINEER

SANTA FE TRAIN DEPOT
Enter address here

ISSUED: 04/16/21	100%CD

MARK	DATE	DESCRIPTION
	04/16/21	BID + PERMIT

PROJECT NO	SEE ARCH.
FILE NAME	
DRAWN BY	SC
CHECKED BY	KT

Sheet Name
PLUMBING DETAILS, DIAGRAMS AND SCHEDULE

Sheet No.
P501
Sheet No. 15 of 15 Sheets

TIPTONENGINEERING
PO BOX 23479
SANTA FE, NM 87502
505-954-1660
WWW.TIPTONENGINEERING.CO
PROJECT #: 19018

PROJECT MANUAL

Bid Documents
April 16, 2021

City of Santa Fe

Santa Fe Train Depot Maintenance and Repair

Barbara Felix Architecture + Design
511 Agua Fria Street, Santa Fe, NM 87501
BFA+D 505.820.1555 + 505.820.1527 F

DIVISION 00 – INTRODUCTORY INFORMATION

00 00 00 - Table of Contents

00 01 15 - List of Drawing Sheets

00 24 13 – Scope of Bids

00 31 00 – Available Project Information

DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00 - Summary

01 23 00 - Alternates

01 25 00 - Substitution Procedures

01 30 00 – Submittal Requirements

01 31 00 – Project Management and Coordination

01 35 91 – Historic Treatment Procedures

01 77 00 – Closeout Procedures

DIVISION 02 -- EXISTING CONDITIONS

02 41 19 - Selective Demolition

02 83 00 – Lead Abatement

DIVISION 04 -- MASONRY

04 01 00 – Masonry Repair

DIVISION 05 -- METALS

05 50 00 – Steel Corner Guards

05 50 01 – Metal Bar Gratings

05 51 33 - Metal Stairs

05 52 13 - Pipe and Tube Railings

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 10 00 - Rough Carpentry

06 20 00 - Finish Carpentry

06 25 00 - Wood Repairs

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 21 00 - Thermal Insulation

07 32 00 - Clay Roof Tiles

07 54 23 - Thermoplastic Polyolefin (TPO) Membrane Roofing

07 62 00 - Sheet Metal Flashing and Trim

07 70 00 - Gutters and Downspouts

07 92 00 - Joint Sealants

DIVISION 08 -- OPENINGS

08 01 52 - Historic Wood Window Repair

08 10 01 - Hollow Metal Doors and Frames

08 14 01 - Wood Doors and Frames

08 71 00 - Door Hardware

08 80 00 - Glazing

DIVISION 09 -- FINISHES

09 23 00 – Gypsum Plastering

09 24 00 - Portland Cement with Pebbledash Render

09 29 00 - Gypsum Board

09 30 00 – Porcelain Ceramic Tile

09 77 00 – Fiber Reinforced Panel (FRP)

09 91 00 - Exterior Painting

09 91 01 - Interior Painting

DIVISION 10 – SPECIALTIES

10 14 00 - Signage

10 28 00 - Toilet and Miscellaneous Accessories

10 44 13 - Fire Extinguishers

DIVISION 22 – PLUMBING

22 05 53 - Identification for Plumbing Piping and Equipment

22 07 19 - Plumbing Piping Insulation

22 10 05 - Plumbing Piping

22 10 06 - Plumbing Piping Specialties

22 40 00 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 53 - Identification for HVAC Piping and Equipment

23 05 93 - Testing, Adjusting, and Balancing for HVAC

23 07 13 - Duct Insulation

23 07 19 - HVAC Piping Insulation

23 23 00 – Refrigerant Piping

23 31 00 - HVAC Ducts and Casings

23 33 00 - Air Duct Accessories

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23 81 26.13 - Small-Capacity Split-System Air Conditioners

DIVISION 26 – ELECTRICAL

26 05 19 - Low-Voltage Electrical Power Conductors and Cables

26 05 26 - Grounding and Bonding for Electrical Systems

26 05 29 - Hangers and Supports for Electrical Systems

26 05 33.13 - Conduit for Electrical Systems

26 05 33.16 - Boxes for Electrical Systems

26 05 53 - Identification for Electrical Systems

26 05 83 - Wiring Connections

26 21 00 - Low Voltage Electrical Service Entrance

26 24 16 - Panelboards

26 27 26 - Wiring Devices

26 28 16.16 - Enclosed Switches

26 51 00 - Interior Lighting

END OF SECTION

SECTION 00 01 15 - LIST OF DRAWING SHEETS

G-000	**TITLE SHEET**
G-001	**PROJECT SUMMARY AND CODE INFORMATION**
AS-100	**ARCHITECTURAL SITE PLAN**
V-100	**SURVEY**
S-001	**STRUCTURAL NOTES AND LEGENDS**
S-002	**STRUCTURAL DEMOLITION**
S-111	**STRUCTURAL FRAMING PLAN**
S-501	**STRUCTURAL DETAILS**
AD-100	**BASEMENT FLOOR PLAN - DEMOLITION**
AD-101	**FIRST FLOOR PLAN - DEMOLITION**
AD-110	**REFLECTED CEILING PLAN - DEMOLITION**
AD-120	**ROOF PLAN - DEMOLITION**
A-100	**BASEMENT FLOOR PLAN**
A-101	**FIRST FLOOR PLAN**
A-110	**REFLECTED CEILING PLAN**
A-120	**ROOF PLAN**
A-201	**EXTERIOR ELEVATIONS - NORTH AND SOUTH**
A-202	**EXTERIOR ELEVATIONS - EAST AND WEST**
A-203	**EXTERIOR ELEVATIONS - PORTALS**
A-211	**INTERIOR ELEVATIONS**
A-212	**INTERIOR ELEVATIONS**
A-301	**BUILDING SECTIONS**
A-302	**BUILDING SECTIONS**
A-501	**ROOF DETAILS**
A-502	**MISC. DETAILS**
A-600	**DOOR AND WINDOW SCHEDULES**
A-610	**FINISH PLAN AND SCHEDULE**
MD101	**MECHANICAL DEMOLITION PLAN**
M001	**MECHANICAL GENERAL NOTES AND LEGEND**
M101	**MECHANICAL FLOOR PLAN**
M501	**MECHANICAL DETAILS AND SCHEDULES**
M601	**MECHANICAL SCHEDULE AND DIAGRAMS**
ED101	**ELECTRICAL DEMOLITION PLAN**
E001	**ELECTRICAL GENERAL NOTES AND LEGEND**
E101	**ELECTRICAL FLOOR PLAN**
E201	**ELECTRICAL POWER AND SPECIAL SYSTEMS PLAN**
E501	**ELECTRICAL DETAILS AND SCHEDULES**
PD101	**PLUMBING DEMOLITION PLAN**
P001	**PLUMBING GENERAL NOTES AND LEGEND**
P101	**PLUMBING WASTE AND VENT FLOOR PLAN**
P201	**PLUMBING DOMESTIC WATER AND NATURAL GAS FLOOR PLAN**
P501	**PLUMBING DETAILS, DIAGRAMS AND CHEDULE**

END OF SECTION

SECTION 00 24 13 - PROCUREMENT SCOPE

PART 1 – GENERAL

1.01 **SECTION INCLUDES: SCOPE OF BIDS**

The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied utility and building elements, systems and finishes includes, but is not limited to the following:

1. Repair and maintenance of a historic structure in the City of Santa Fe. All work to meet the Secretary of Interior's Standards for Rehabilitation.
2. Demolition in preparation for new work.
3. New work (base bid), including:
    a. Installation of new roofing assemblies at both pitched (clay tile) and flat roofs, including associated drainage systems.
    b. Repair and replacement of existing damaged brick.
    c. Repair and replacement of damaged pebbledash stucco finish.
    d. Repair and replacement of structural wood members.
    e. Repair and maintenance of concrete benches.
    f. Miscellaneous repair and maintenance work on the building exterior.
4. Any other related work associated with this improvement and as drawn and specified in the Construction Documents, that is not included in additive alternates.
5. Coordination with the Design Professional (Architect), City's Facilities Division, and Fire Department for periodic review of systems installations.
6. Coordination with adjacent property owners/agencies as necessary for installation of utilities and/or access to utility corridors, easements, sleeves, etc.
7. Provide 12-month Contractor's warranty on service, parts, and labor.
8. Provide Manufacturer's warranties on service, parts and labor as indicated in the Construction Documents.
9. Provide the Additive Alternates as indicated in the Construction Documents (Sheet G-001) and Section 01 23 00 – Alternates.
10. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives and Change Orders.
11. Contractor shall be responsible for State CID requirements and permit.
12. Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.
13. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
14. Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The City of Santa Fe is an Equal Opportunity Employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 00 31 00 - AVAILABLE PROJECT INFORMATION

PART 1 – GENERAL

1.01 EXISTING CONDITIONS

A. The following information is available to the contractor but will not be part of the Contract Documents:

1. Historic drawings and/or record documents (for reference to potential existing conditions and/or historic work to be maintained):
    a. Sheet 01: 1908 – First Floor Plan
    b. Sheet 02: 1908 – East & West Elevations
    c. Sheet 03: 1908 – North & South Elevations; Door Details
    d. Sheet 04: 1908 – Section & Details
    e. Sheet 05: 1975 – Mechanical Plan (by AT&SF)
    f. Sheet 06: 2009 – Existing Site Plan
    g. Sheet 07: 2009 – Existing Basement & Main Floor Plans
    h. Sheet 08: 2009 – Existing Sections
2. Photos of installed exterior radiant tubing (limited views); from 2012.
3. Previous Reports:
    a. Watson Report - Conditions Assessment Report and Preservation Plan for 2009 (by Watson Conserves), including initial asbestos and lead paint testing results.
    b. Havona – Limited Asbestos Sampling – July 9, 2019.
    c. Keers – Asbestos Review – March 5, 2021.

1.02 PERMITS

A. Owner has obtained the following permits and/or approvals, that are required to be secured prior to commencement of construction work on this project:

1. City of Santa Fe Historic Design Review (HDRB) Approval.
2. State Historic Preservation Office (SHPO) Review.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 OBTAINMENT OF PERMITS

A. Contractor to obtain the following required permits, included in cost to Owner:

1. Building Permit for all trades.

B. Building Permit Procedures: When required to obtain this permit:

1. Complete and file permit application(s) with appropriate agency.
2. Pay required fees.

3. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
4. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 – GENERAL

1.01 **PROJECT INFORMATION**

A.	Project Identification: *Project Location:*	Santa Fe Train Depot ("Depot") 410 S. Guadalupe St. Santa Fe, NM 87501
B.	Owner:	City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87501
C.	Owner Representative:	J. Sam Burnett, Property Maintenance Manager City of Santa Fe Public Works Department 505-955-5933 (O)
D.	Architect:	Barbara J. Felix Architecture & Design, LLC (DBA Barbara Felix Architecture + Design) 511 Agua Fria St. Santa Fe, NM 87501 505-820-1555 (O)
E.	Architect's Consultant #1: *MEP Engineer*	Tipton Engineering, Inc. 2904 Rodeo Park Dr East Santa Fe, NM 87507 505-954-1660 (O)
F.	Architect's Consultant #2: *Structural Engineer*	Hands Engineering, LLC 2845 Agua Fria St. Santa Fe, NM 87507 505-473-7373 (O)

1.02 **RELATED REQUIREMENTS**

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 **DESCRIPTION OF ALTERATIONS WORK**

A. Scope of the Work is defined by the Contract Documents and consists of maintenance and repair on the historic Santa Fe Train Depot. Originally built in 1909, the Depot is constructed of concrete post and beams, slab-on-grade, brick, cementitious ("pebbledash") stucco, a pitched clay tile roof, and flat roofs. A one-story structure, it includes a small basement and joisted attic space.

B. The Depot is a landmark building in the City of Santa Fe, listed and on the NM State Register of Cultural Properties (HPD #350/State Register #827), and located within a nationally designated historic area. As such, all work is to conform to the National Park Service (NPS) Secretary of Interior's Standards for Rehabilitation. If 30% or more of any non-structural historic material shall be beyond repair, it is to be replaced. All repair work or replaced materials to be in keeping with the building's historic character and appearance. Structural material, if damaged beyond repair, is to be fully replaced to match existing shape, material, and finish.

C. The Work is broken down into a base bid and six (6) additive alternates. Refer to the Contract Documents and Section 01 23 00 – Alternates. The base bid focuses on exterior maintenance and repair work.

1.04 **CONTRACTOR USE OF SITE AND PREMISES**

A. Construction Operations: To be coordinated with Owner Representative.

1. Locate and conduct construction activities in ways that will limit disturbance to site.

B. Arrange use of site and premises to allow:

1. Use of site and premises by the public, including continued access to Tomasita's Restaurant, and visitors and riders of the Railrunner commuter train, including the platform. Areas used by the public are to remain free from construction materials, construction refuse and/or debris, tools, and equipment.

2. Coordinate work with construction occurring directly adjacent to the property by the State of New Mexico at the Vladem Contemporary Art building.

C. Provide access to and from site as required by law and by Owner:

1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Existing building spaces may not be used for storage.

E. Time Restrictions:

1. Limit conduct of especially noisy exterior work to the hours of 7 a.m. to 7 p.m..

1.05 **WORK BY OWNER**

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by the Owner:

B. Owner will provide the following:

1. Security System Device Installation. If Additive Alternate for security upgrades are accepted, coordinate work with Owner's selected installer (TBD).

2. Lead Paint Abatement. Lead paint has been identified in the exterior yellow/tan paint at the wood ceilings/decking, some structural members, the exterior of some windows, and on the concrete benches in the exterior covered waiting area. The Owner will mitigate lead paint as identified during the initial construction period. If the Contractor discovers or identifies additional material that may contain lead paint, they are to notify the Owner and Architect immediately for review and testing. See Section 02 83 00 – Lead Abatement.

3. Asbestos Abatement (if needed). Keers Remediation, Inc. conducted a visual inspection of the Depot for items identified in previous reports as asbestos, including in the attic, in March 2021. It is believed that no further mitigation is required. If the Contractor discovers or identifies additional material that may contain asbestos, they are to notify the Owner and Architect immediately for review and testing.

1.06 **SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS**

A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.

B. Section 01 23 00 – Alternates.

C. Section 01 25 00 – Substitution Procedures.

D. Section 01 30 00 - Submittal Requirements.

E. Section 01 31 00 – Project Management and Coordination.

F. Section 01 35 91 – Historic Treatment Procedures.

G. Section 01 77 00 – Closeout Procedures.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Schedule of Alternates.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. All requirements of General and Supplementary Conditions, applicable sections of Specifications, and applicable portions of Drawings shall govern scope, quality, and execution of alternates.

1.04 SCHEDULE OF ALTERNATES

A. Additive Alternate #1 – Door Maintenance & Repair: Provide additive alternate for including repair and replacement of exterior doors (including associated hardware and concrete landings).

B. Additive Alternate #2 – Window Maintenance & Repair: Provide additive alternate for including repair and replacement of exterior windows (including associated hardware).

C. Additive Alternate #3 – Interior Maintenance & Repair: Provide additive alternate for demolition and maintenance and repair of work at the building interior, including in the basement, first floor, and attic. Work to include replacement of interior partitions; new partitions; door assemblies and hardware; millwork; mechanical systems and equipment; plumbing systems, equipment, and fixtures; electrical system upgrade and new fixtures (including data and WIFI); and application of new or repaired finishes.

D. Additive Alternate #4 – Attic Sprinklers: Provide additive alternate for inclusion of a design/build sprinkler system within the wood framed attic. Work to include design, separate permit (if required), and installation.

E. Additive Alternate #5 – Security: Provide additive alternate for inclusion of a security system. Work to include recommendations to work with City’s preferred vendor, in the design and installation of conduit and wiring for the following minimum: All exterior doors to have security door contact; (4) interior motion detectors; (1) keypad entry; (6 to 7) interior cameras pointed towards doors; (5 to 6) exterior cameras pointed towards surroundings; and (4) interior motion detectors. City will purchase and install devices separately.

F. Additive Alternate #6 – Exterior Railing at Basement: Provide additive alternate to replace the steel pipe railing, iron gate, and horizontal bar grating at the exterior stairwell into the Basement.

1.05 PROCEDURES

A. Consider all work that must be accomplished for complete incorporation of alternates including modifications to Base Bid items.

B. Include in lump sum prices for alternates all costs of labor, materials, equipment, permits, fees, insurance, bonds, overhead, and profit.

C. Advise all necessary personnel and supplier as to which alternates have been selected by Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the work caused by Owner's selection or rejection of alternates.

D. Coordinate related work and modify surrounding work to integrate work of each alternate.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

1. Except in the case of minor changes in the Work approved by the Architect and Owner or ordered by the Architect, the Contractor may make substitutions only with consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

B. Substitutions for Cause: Changes proposed by Contactor that are required due to change project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

C. Substitution for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other project requirements but may offer advantage to Contractor or Owner.

1.04 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.05 PROCEDURES

A. Coordination: Revise of adjust affected work as necessary to integrate work of the approves substitutions.

PART 2 – PRODUCTS

2.01 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, not note later than 15 days prior to time requires for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor’s request for substitutions when the following conditions are satisfied. IF the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.

a. Request substitution is consistent with the Contract Documents and will produce indicated results.

b. Requested substitution meets or exceeds requirements for historic structure.

c. Substitution request is fully documented and properly submitted.

d. Requested substitution will not adversely affect Contactor’s construction schedule.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than on contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01 30 00 - SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Procedures for design of the facility, based on the design criteria specified.

B. Submittal requirements.

1.02 REFERENCE STANDARDS

A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2018.

1.03 PROCEDURES

A. Transmittal of Submittal:

1. Time Frames: Schedule and submit in accordance with the Construction Schedule, and requirements of individual specification sections. If there is a conflict between the degree of detail or completion specified and the progress of the design or construction, obtain a clarification before submitting.
2. Processing Time: Unless otherwise specified, architect will review the submittal and return copies with comments/required actions within fourteen (14) calendar days after receipt of the submittal.
3. Recipient: Owner Representative and Architect
4. Number of Copies: Electronic copies are acceptable. When physical samples are required, provide 2 samples for Owner/Architect's use and records; one approved sample will be returned to the contractor.
5. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment, or work method shall be described in the submittal.
    a. Contractor shall verify that all features of all products conform to the requirements of the drawings and specifications.
    b. Contractor shall ensure that there is no conflict with other submittals and notify architect in each case where its submittal may affect the work of owner or others.
    c. Contractor shall ensure coordination of submittals among the subcontractors.
6. Contractor shall complete, sign, and transmit with each submittal package, one transmittal of contractor’s submittal form in format approved by the architect.
7. Resubmissions: Clearly identified as such, with all changes made since the original submittal clearly marked.

1.04 SHOP DRAWINGS

A. Contractor shall coordinate all shop drawings and review them for legibility, accuracy, completeness, and compliance with contract requirements and shall indicated this approval thereon as evidence of such coordination and review.

1. Shop drawings submitted to the architect without evidence of contractor’s approval will be returned for resubmission.

B. Contractor shall stamp approval on shop drawings prior to submission to architect as an indication that dimensions and coordination with interrelated items have been checked and verified.

C. Contractor's comments on shop drawings shall not be in red ink.

1.05 **PROJECT SITE LAYOUT**

A. Contractor shall submit within seven (7) days after the effective date of the Notice to Proceed, a layout of the project site including fences, roads, parking, buildings, storage areas, drainage plans, and temporary utility locations.

1.06 **QUALITY ASSURANCE**

A. Qualifications of Testing/Inspection Agencies Performing Substantiation:

1. Qualified and equipped to perform applicable tests/inspection.
2. Regularly engaged in testing and inspection activities on a commercial basis.
3. Authorized to operate in the State in which the project is located.
4. Substantiation: Submittal of qualifications, based on ASTM E329.

PART 2 PRODUCTS – NOT USED

PART 3 – EXECUTION

4.01 **FIELD TESTING AND INSPECTION**

A. Perform all testing, observation, and inspection required by code and as specified.

B. Reports: Written report of each test/inspection; including complete details of conditions, methods, and results, signed by responsible individual.

END OF SECTION 01 30 00

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings
2. General project coordination procedures.
3. Administrative and supervisory personnel.
4. Project meetings.
5. General installation provisions.
6. Cleaning and protecting.
7. Coordination with Owner and Owner installed furnishings and equipment.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

B. Schedule: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, which depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems
8. Project closeout activities.

1.04 **SUBMITTALS**

A. Key Personnel Names: Within fifteen (15) days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room and in temporary field office. Keep list current at all times.
2. Issue one list of the key personnel together with contact information to the Architects office within the 15 (days) Notice to Proceed and subsequently within 7 (days) of any change of personnel.

1.05 **ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

A. General: Full-time project supervision by the general contractor is required for the duration of construction. In addition to on-site Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.06 **PROJECT MEETINGS**

A. General: Project meetings to occur weekly at the Project Site, or as outlined below:

1. Attendees: Contractor, Owner, Architect, Owner's consultants or Architect's consultants, Primary sub-contractors and/or fabricators or installers whose work is current or scheduled to occur within the month are required to attend as needed depending on the goal of the meeting. Contractor to inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
2. Agenda: Contractor to prepare the meeting agenda if different from review of meeting minutes of previous week. Distribute the agenda to all invited attendees.
3. Minutes: Architect to record significant discussions and agreements achieved. Architect will distribute the meeting minutes to everyone concerned, including Owner and Architect, within five (5) days of the meeting.
    a. Schedule Updating: Contractor to update Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

B. Preconstruction Conference: The Architect will schedule and chair a preconstruction conference before starting construction, at a time and location convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement and prior to commencement of construction activities.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Tentative construction schedule.
    b. Phasing
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for requests for interpretations (RFIs).
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures for Shop Drawings, Product Data and Samples.
    k. Preparation of Record Documents.
    l. Work restrictions.
    m. Responsibility for temporary facilities and controls.
    n. Construction waste management and recycling.
    o. Equipment deliveries and priorities.
    p. First aid.
    q. Security.
    r. Progress cleaning.
    s. Working hours.
3. Minutes: Contractor will record and distribute meeting minutes.

C. Pre-Installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    a. The Contract Documents.

b. Related requests for interpretations (RFIs).
c. Related Change Orders.
d. Purchases.
e. Deliveries.
f. Submittals.
g. Possible conflicts.
h. Compatibility problems.
i. Time schedules.
j. Weather limitations.
k. Manufacturer's written recommendations.
l. Warranty requirements.
m. Acceptability of substrates.
n. Temporary facilities and controls.
o. Space and access limitations.
p. Regulations of authorities having jurisdiction.
q. Testing and inspecting requirements.
r. Installation procedures.
s. Coordination with other work.
t. Required performance results.
u. Protection of adjacent work.
v. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures, actions and the approved schedule.
4. Reporting: Promptly distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 **GENERAL INSTALLATION PROVISIONS**

A. Coordination: Contractor shall require the installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Require the installer to provide a letter of

acceptance prior to starting work. Provide copy of letter to the Architect. If conditions are unsatisfactory, require the installer to provide a list of unsatisfactory conditions and provide a copy to the Architect. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

1. Failure to submit the required letter is equivalent to complete acceptance of the substrate and conditions.

B. Manufacturer's Instructions: Contractor shall comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more stringent that requirements contained in Contract Documents.

C. Contractor shall inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

D. Contractor shall provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Contractor shall provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

F. Recheck measurements and dimensions, before starting each installation.

G. Install each component during weather condition and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

H. Coordinate temporary enclosures with required inspections and test, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, request clarification from Architect upon discovery and prior to mounting.

3.02 **CLEANING AND PROTECTION**

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection form damage or deterioration at Substantial Completion.

B. Clean and maintain completed construction as frequently as necessary throughout the remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.

8. Solvents.
9. Chemicals.
10. Light,
11. Radiation,
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION

SECTION 01 35 91 - HISTORIC TREATMENT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Sections shall apply to this section.

B. Section includes general protection and treatment procedures for historic materials and work:

1. Historic removal and dismantling
2. Historic reinstallation
3. Specific Historic Conditions

C. Related Documents and Sections:

1. Section 01 11 00 – Summary
2. Section 02 41 20 – Selective Demolition
3. Section 02 83 00 – Lead Abatement
4. Section 06 25 00 – Wood Repairs
5. Section 09 91 00 – Exterior Painting
6. Section 09 91 01 – Interior Painting

1.02 DEFINITIONS

A. Consolidate: To strengthen loose or deteriorated materials in place.

B. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.

C. Existing to Remain: Existing items that are not to be removed or dismantled.

D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance which are important to the successful rehabilitation as determined by the Architect.

1. Rehabilitation of Materials or spaces: Areas of significant architectural importance, integrity, and visibility; to be preserved and restored consistent with the remaining historic fabric and to the extent shown on Drawings.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish, as approved by the Architect.

F. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.

G. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

H. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.

I. Remove: Specifically, for historic spaces, areas, rooms, and surfaces, the term means to detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.

J. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

K. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

L. Replicate: To reproduce in exact detail, materials, and finish, unless otherwise indicated.

M. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.

N. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.

O. Retain: To keep existing items that are not to be removed or dismantled.

P. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials, unless otherwise indicated.

Q. Salvage: To protect removed or dismantled items and deliver them to Owner.

R. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.

S. Strip: To remove existing finish down to base material, unless otherwise indicated.

1.03 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during removal and dismantling work remain Owner's property. Carefully dismantle and salvage each item or object.

1.04 SUBMITTALS

A. Construction Schedule for Historic Treatments: Indicate for the entire Project the following for each activity to be performed in historic spaces, areas, and rooms, and on historic surfaces:

B. Historic Treatment Program: Submit before work begins.

1.05 QUALITY ASSURANCE

A. Historic Treatment Specialist Qualifications: An experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to this work as specified in each section, and that has completed a minimum of five (5) recent projects with a record of successful in-service performance that demonstrate the firm's qualifications to perform this work.

1. Worker Qualification: Persons who are experienced in historic treatment work of types they will be performing.

B. Repair Schedule: Submit schedule for different types of historic repair (exterior and interior) to be rehabilitated, outlining in a separate outline restoration work to be performed on each component. Obtain written approval from Architect prior to commencement of repair work.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning removal and dismantling work. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI/ASSE A10.6.

E. Historic Treatment Preconstruction Conference: Conduct conference at Project Site in conjunction with pre-construction meeting with selected sub-contractors.

1.06 **STORAGE AND PROTECTION OF HISTORIC MATERIALS**

A. Salvaged Historic Materials:

1. Clean only loose debris from salvaged historic items unless more extensive cleaning is indicated.
2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

B. Historic Materials for Reinstallation:

1. Remove historic materials for repair and reinstallation by Contractor.
    1) Light Fixture D (exterior pendent). Fixture to be re-wired, cleaned, and repainted.
    2) Light Fixture C (exterior wall sconce). Fixture to be re-wired, cleaned, and repainted.
2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make item functional for use indicated.

C. Existing Historic Materials to Remain and Have Work:

1. Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
2. Interior:
    1) Woodwork – Architectural Trim: architectural trim, including wainscot, wall base, door trim, and window trim.
    2) Other as found during construction.
3. Exterior:
    1) Woodwork – Architectural Wood: Structural beams, decking, and rafters that are to remain in place.

2) Woodwork – Windows and Doors and Associated Trim

3) Metalwork: Painted metal signage and painted steel pipe rail at basement stairs (coordinate with additive alternates)

4) Stucco Render – "Pebbledash" finish.

5) Others as found during construction.

D. Storage and Protection: When taken from their existing locations, and if not turned over to the Owner for repair, catalog and store historic items within a weathertight enclosure where they are protected from wetting by rain, snow, condensation, or ground water, and from freezing temperatures.

1. Identify each item with a nonpermanent mark to document its original location. Indicate original locations on plans elevations, sections, or photographs by annotating the identifying marks.

2. Secure stored materials to protect from theft.

1.07 **PROJECT CONDITIONS**

A. Hazardous Materials: Hazardous materials are present in construction affected by removal and dismantling work.

1. Lead Paint: See Section 02 83 00 - Lead Remediation for other information.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Contractor, Architect and Owner. Owner will remove hazardous materials under a separate contract.

B. Storage or sale of removed or dismantled items on site is not permitted unless otherwise indicated.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.

1. Inventory and record the condition of items to be removed and dismantled for reinstallation or salvage.

2. Before removal or dismantling of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures as a result of removal and dismantling work.

B. Perform informal written surveys as the Work progresses to detect hazards resulting from historic treatment procedures. Keep on file as part of weekly reports; discuss findings at weekly construction meetings. See Section 01 31 00 – Project Management and Coordination.

3.02 **PROTECTION, GENERAL**

A. Ensure that supervisory personnel are on-site and on duty when historic treatment work begins and during its progress.

B. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.

1. Use only proven protection methods, appropriate to each area and surface being protected.

2. Contain dust and debris generated by removal and dismantling work and prevent it from reaching the public or adjacent surfaces.

3. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.

4. Protect floors and other surfaces along haul routes from damage, wear, and staining.

C. Temporary Protection of Historic Materials:

1. Protect existing historic materials with temporary protections and construction. Do not deface or remove existing materials.

2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

D. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.

1. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.03 **PROTECTION DURING APPLICATION OF CHEMICALS**

A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners and paint removers.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof, UV-resistant, and will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials staining.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize and collect alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.04 **PROTECTION FROM FIRE**

A. General: Follow fire-prevention plan and the following.

1. Comply with NFPA 241 requirements unless otherwise indicated.

2. Remove and keep area free of combustibles including, rubbish, paper, waste, and chemicals, except to the degree necessary for the immediate work.

1) If combustible material cannot be removed, provide fire blankets to cover such materials.

3. Prohibit smoking by all persons within the Project work and staging areas.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or highly combustible materials, including welding, torch-cutting, soldering, brazing, paint removal with heat, or other operations where open flames or implements utilizing high heat or combustible solvents and chemicals are anticipated.

1. As far as practical, restrict heat-generating equipment to shop areas or outside the building.

2. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.

3. Use fireproof baffles to prevent flames, sparks, hot gasses, or other high-temperature material from reaching surrounding combustible material.

4. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.

C. Fire Extinguishers, Fire Blankets, and Rag Buckets: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire watch are trained in fire-extinguisher and blanket operation.

3.05 **GENERAL HISTORIC TREATMENT**

A. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.

B. Halt the process of deterioration and stabilize conditions, unless otherwise indicated. Perform work as indicated on Drawings. Follow the procedures in subparagraphs below and procedures approved in historic treatment program.

1. Retain as much existing material as possible; repair and consolidate rather than replace.

2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.

3. Use reversible processes wherever possible.

4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.

5. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation.

C. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect.

D. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than on conjectural designs, subject to the approval of Architect.

E. Where Work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.

F. Identify new and replacement materials and features with permanent marks hidden in the completed work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on Record Drawings.

3.06 HISTORIC REMOVAL AND DISMANTLING

A. General: Have removal and dismantling work performed by a qualified historic treatment specialist.

B. Perform work in accordance with the historic treatment program.

C. Water-Mist Sprinkling: Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.

D. Anchorages:

1. Remove anchorages associated with removed items.

2. Dismantle anchorages associated with dismantled items.

3. In non-historic surfaces, patch holes created by anchorage removal or dismantling in accordance with the requirements for new work.

4. In historic surfaces, patch or repair holes created by anchorage removal or dismantling in accordance with Section specific to the historic surface being patched.

3.07 SPECIFIC HISTORIC CONDITIONS

A. Wood Information:

1. Wood Types:

a. Architectural Wood (beams, corbels, rafters, or other):

i. Species: Match existing as closely as possible; refer to structural drawings for additional information.

B. Levels of Wood Repair (Exterior):

1. Routine Maintenance:

a. Scraping of loose paint (lead containing);

b. Removal, repair and reinstallation of loose pieces that are simply no longer connected (or minor rot);

c. Application of fungicide to areas that showed rot;

d. Wood filler, epoxy or consolidant;

e. Provide new paint.

2. Stabilization or Partial Replacement:

a. Scraping of loose paint (lead containing);

b. Removal of rotted areas (confirm if rot is active and if so, where water is entering);

c. Application of fungicide to areas that showed rot;

d. Waterproof rotted areas with 2-3 applications of linseed oil or equivalent (24 hours to dry in between applications);

e. Fill cracks, holes with putty, epoxy or wood filler;

f. New wood to be installed with Dutchman joint method;

g. Provide wood consolidant at areas directly adjacent to stucco.

h. Provide new paint.

3. Replacement (of existing material beyond repair or missing):

a. Remove damaged material beyond repair;

b. Provide new material that matches the historic component – including material, design, color, texture, dimensions, diameter, etc.;

c. Install using Dutchman method (if remaining wood is usable) or with lag bolt per drawings. New wood joints are to be hidden in the structure, above beams, or other. Joint between new material and historic material are not to be visible;

d. Provide new paint.

C. Levels of wood repair (interior):

1. Routine Maintenance (rectilinear wood beams or corbels):

a. Scraping of loose paint (lead containing);

b. Removal, repair and reinstallation of loose pieces that are simply no longer connected;

c. Wood filler, epoxy or consolidant where electrical, conduit or other items have been removed;

d. Provide new paint or stain.

2. Routine Maintenance (wood decking):

a. Removal, repair and reinstallation of loose pieces that are simply no longer connected;

b. Wood filler, epoxy or consolidant where electrical, conduit or other items have been removed;

c. Provide new paint or stain.

3. Routine Maintenance/Repair (wood wainscot, door trim, transoms, doors):

a. Remove loose flaking paint; do not sand unless specifically approved.

b. Adhere loose material to substrate; provide new materials as indicated on drawings leaving historic materials in place.

c. Paint.

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Divisions 2 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.

12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for final completion.

1.04 **FINAL COMPLETION**

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section 012900 "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 **LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

A. Preparation: Submit Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.06 **WARRANTIES**

A. Provide additional copies of each warranty to include in operation and maintenance manals.

PART 2 – PRODUCTS

2.01 **MATERIALS**

A. Cleaning Agents: Coordinate use of cleaning materials and agents with head of cleaning and recommendations by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.01 **FINAL CLEANING**

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Removing of all Temporary Partitions: Contractor shall remove all temporary protections.

b. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

c. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

g. Sweep concrete floors broom clean in unoccupied spaces.

h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

i. Remove labels that are not permanent.

j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

k. Cleaning of all Painted, Decorated and Stained Work: Contractor shall remove all marks, stains, fingerprints, and other soil or dirt from all painted, decorated and stained work.

l. Cleaning and Polishing of Hardware: Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc. upon completion, without scratching or otherwise marring hardware.

m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.

1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.

q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

r. Leave Project clean and ready for occupancy.

3.02 **POST-CONSTRUCTION INSPECTION**

A. Eleven months after Substantial Completion, the Architect will make a visual observation of the Project in the company of the Owner and Contractor. The Architect will notify the Contractor in writing of any observed deficiencies at once as part of the total Contract.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of built site elements.

B. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 REFERENCE STANDARDS

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2013.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Site Plan: Showing:

1. Areas for temporary construction and field offices.

C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.

1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.

D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 SCOPE

A. Remove paving and curbs as required to accomplish new work.

B. Remove other items indicated, for salvage, relocation and recycling.

C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as noted in the geo-technical report and elsewhere in the project documents.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.

1. Obtain required permits.

2. Comply with applicable requirements of NFPA 241.
3. Use of explosives is not permitted.
4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
5. Provide, erect, and maintain temporary barriers and security devices.
6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
8. Do not close or obstruct roadways or sidewalks without permit.
9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

D. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

E. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

F. Perform demolition in a manner that maximizes salvage and recycling of materials, as directed by the Owner.

G. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 **EXISTING UTILITIES**

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

F. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

G. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

C. Remove existing work as indicated and as required to accomplish new work.

1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
2. Remove items indicated on drawings.

D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications and Security Systems): Remove existing systems and equipment as indicated.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
3. See Section 01 10 00 for other limitations on outages and required notifications.
4. Verify that abandoned services serve only abandoned facilities before removal.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.

E. Protect existing work to remain.

1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 02 83 00 – LEAD ABATEMENT

PART 1 – GENERAL

1.01 SUMMARY

A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Sections apply to this section.

B. Section Includes:

1. Owner Provided Report indicating Lead on Property at specific locations, per the Watson Report identified in Section 00 31 00 – Available Project Information.

1.02 DEFINITIONS

A. Lead in paint: The National Lead Laboratory Accreditation Program (NLLAP) considers any paint or other surface coating as containing lead at concentrations greater than or equal to 0.5% by weight.

1.03 QUALITY ASSURANCE

A. Pre-Construction Meeting: At least one week before work commences, a pre-construction meeting shall be held on site. Attendees shall include Owner's Project Manager, Superintendent, Architect, Demolition Crew, Painting Crew, Window Repair Crew, and others the General Contractor requests. Agenda shall include a review of project safety requirements, areas where lead abatement has already occurred, rules for existing materials on site that may still contain lead for proper waste removal.

1.04 PROJECT/SITE CONDITIONS

A. Existing Conditions:

1. Paint that contains lead is known to be present on surfaces at the Project site. Surfaces which have not been previously tested, that may be affected by the project scope, should be assumed to contain lead, and handled according to this section. See Section 01 10 00 –Summary.

a. If any other materials are found which are suspected of containing lead, or other hazardous materials, immediately stop work in the affected area and notify the Owner and Architect.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 PROTECTION

A. General:

1. Take appropriate continuous measures as necessary to protect all building occupants and the public from exposure to lead dust and fumes.

B. Lead Removal Procedures:

1. The Owner will remove lead-based paint prior to demolition starting (ideally during construction mobilization).

2. Work identified as remaining on site is either non-lead containing or has some lead present. Areas of suspected lead are to be scraped or repainted, unless specifically noted otherwise. No sanding at areas identified with lead paint is to occur.

3.02 ST**ORAGE OF WASTE MATERIALS**

A. Waste Evaluation:

1. Materials indicated in the attached Limited Lead Sampling Reports that are greater than .5% to be disposed of according to the United States Environmental Protection Agency. https://www.epa.gov/lead/regulatory-status-waste-generated-contractors-and-residents-lead-based-paint-activities

END OF SECTION 02 83 00

PORTION OF 2009 WATSON REPORT (numbered pages 159-163) FOR IDENTIFIED LEAD PAINT LOCATIONS

November 21, 2008

Santa Fe Railyard Community Corporation
322 Read Street
Santa Fe, NM 87501

Attn: Executive Director

RE: Limited Lead Sampling
410 S. Guadalupe

INTRODUCTION

Havona Environmental Inc. is pleased to present you with the results of the Limited Lead Sampling conducted at 410 S. Guadalupe in Santa Fe, New Mexico. Havona Environmental was authorized by the Executive Director of the Santa Fe Railyard Community Corporation to perform these services. Testing was performed in accordance to industry standards.

On November 5, 2008 Cissy Puma, a Certified Environmental Inspector, conducted the lead based paint inspection. The purpose of the sampling was to determine or discount the presence of lead based paint in the building according to the federal definition of lead based paint.

SAMPLING PROCEDURES

During the site visit a total of 7 paint chip samples were collected from the interior and exterior of the building. The paint chip samples were collected by using a razor sharp scraper and baggie. The baggie was placed under the sample area and paint chips were either peeled or scraped into the baggie. The samples were sent to EMSL of Westmont, New Jersey, which is an accredited laboratory by the National Lead Laboratory Accreditation Program (NLLAP). The samples were analyzed under the Atomic Absorption Method (AA)/SW-846-7420.

SAMPLE RESULTS

The results of the paint chip sampling concluded the following:

- Sample number 410-1, 410-3, 410-4 reported at or below the federal definition of lead based paint of 0.5%
- Sample number 410-6 and 410-7 reported above the federal definition of lead based paint of 0.5%
- Sample number 410-2 was not analyzed due to insufficient weight

The table below references the sample number, the location at which the sample was taken, building material, paint color, and the laboratory results of weight of lead per weight of paint chip.

Paint Chip Samples

Sample #	Sample Location	Building Material	Paint Color	Results (Weight Percent)
410-1	Exterior West Window	Window Frame	Turquoise	0.050%
410-2	Interior West Window	Window Frame	Blue Turquoise	Not Analyzed
410-3	Interior Chair Rail, East Wall	Wall	White	0.36%
410-4	Interior West Wall	Wall	White	0.059%
410-5	Interior West Wall (At Base)	Wall	Blue Turquoise	0.43%
410-6	**Exterior Benches (South Side)**	**Bench**	**Tan**	**2.2%**
410-7	**Exterior Wood Beam, East Side**	**Wood Beam**	**Tan**	**2.4%**

*** The bolded results are considered lead based paint by federal definition**

LIMITATIONS

This report describes the conditions present at the time of the sampling, in the areas sampled. Other conditions may exist in areas that were not included in the scope of work, and therefore not sampled. In addition, the physical condition of the paint may change gradually or suddenly depending on the use, maintenance, or accident.

If you have any questions, problems, or concerns regarding these results, please contact us at 505-232-9533. Thank you for allowing Havona Environmental to provide you with these services.

Respectfully Yours,

Cissy Puma—CEI
Environmental Consultant

Attachments: Appendix A: Laboratory Results and Chain of Custody

January 13, 2009

Santa Fe Railyard Community Corporation
322 Read Street
Santa Fe, NM 87501

Attn: Executive Director

RE: Limited Lead Sampling—Addendum
410 S. Guadalupe

INTRODUCTION

Havona Environmental Inc. is pleased to present you with the results of the additional Limited Lead Sampling conducted at 410 S. Guadalupe in Santa Fe, New Mexico. Havona Environmental was authorized by the Executive Director of the Santa Fe Railyard Community Corporation to perform these services. Testing was performed in accordance to industry standards.

On December 29, 2008 Cissy Puma, a Certified Environmental Inspector, collected the paint chip and water samples. The purpose of the sampling was to determine or discount the presence of lead, according to the federal definition, in the paint on the exterior windows, walls, benches, and porch and in the drinking water in the restrooms.

SAMPLING PROCEDURES

During the site visit a total of twenty two paint chip samples were collected from the exterior of the building and two water samples were taken from the restrooms. The samples were logged onto a chain of custody and sent to EMSL of Westmont, New Jersey, which is an accredited laboratory by the National Lead Laboratory Accreditation Program (NLLAP).

SAMPLE RESULTS

The results from the additional lead sampling are concluded below:

- 15 paint chip samples were taken from the exterior windows, 11 samples were identified to be lead based paint under the federal definition (0.5%) and 4 samples reported below the federal definition of lead based paint.

- 3 paint chip sample were collected from the exterior stucco walls, all samples reported below the federal definition of lead based paint.
- 2 paint chip samples were taken from the south benches, both samples reported above the federal definition of lead based paint.
- 2 paint chip samples were collected from the south porch ceiling, 1 sample reported above and 1 sample reported below the federal definition of lead based paint.
- 2 drinking water samples were collected, one from the men's restroom and one from the women's restroom, both samples reported below the EPA action level of 0.015 mgL.

The table below references the sample number, the location at which the sample was taken, building material, paint color, and the laboratory results of weight of lead per weight of paint chip.

Paint Chip Samples

Sample #	Sample Location	Paint Color	Results (Weight Percent)
410L-1	**Window**	**Black, Blue, Light Green, Turquoise**	**0.61%**
410L-2	**Window**	**Black, Blue, Light Green, Turquoise**	**1.8%**
410L-3	**Window**	**Black, Blue, Light Green, Turquoise**	**0.59%**
410L-4	Window	Light Green, Turquoise	0.071%
410L-5	**Window**	**Black, Blue, Light Green, Turquoise**	**1.5%**
410L-6	**Window**	**Black, Blue, Light Green, Turquoise**	**1.3%**
410L-7	Window	Light Green, Turquoise	0.096%
410L-8	Window	Light Green, Turquoise	<0.045%
410L-9	**Window**	**Black, Blue, Light Green, Turquoise**	**1.5%**
410L-10	**Window**	**Black, Blue, Light Green, Turquoise**	**1.7%**
410L-11	**Window**	**Black, Blue, Light Green, Turquoise**	**2.4%**
410L-12	**Window**	**Black, Blue, Light Green, Turquoise**	**2.3%**
410L-13	Window	Light Green, Turquoise	<0.052%
410L-14	**Window**	**Black, Blue, Light Green, Turquoise**	**1.6%**
410L-15	**Window**	**Black, Blue, Light Green, Turquoise**	**2.7%**
410L-16	Exterior Stucco Wall	Tan	0.093%
410L-17	Exterior Stucco Wall	Tan	0.056%
410L-18	Exterior Stucco Wall	Tan	<0.041%
410L-19	**South Concrete Bench**	**Blue**	**0.64%**
410L-20	**South Concrete Bench**	**Cream**	**4.3%**
410L-21	South Porch Ceiling	Tan	0.32%
410L-22	**South Porch Ceiling**	**Yellow**	**12%**

*** The highlighted results are considered lead based paint by federal definition**
*** Refer to Appendix A for exact sample locations.**

Drinking Water Samples

Sample #	Sample Location	Results (mgL)
410W-1	Men's Restroom	<0.0030
410W-2	Women's Restroom	<0.0030

LIMITATIONS

This report describes the conditions present at the time of the sampling, in the areas sampled. Other conditions may exist in areas that were not included in the scope of work, and therefore not sampled. In addition, the physical condition of the paint may change gradually or suddenly depending on the use, maintenance, or accident.

If you have any questions, problems, or concerns regarding these results, please contact us at 505-232-9533. Thank you for allowing Havona Environmental to provide you with these services.

Respectfully Yours,

Cissy Puma—CEI
Environmental Consultant

Attachments: Appendix A: Sample Location Diagram
Appendix B: Laboratory Results

SECTION 04 01 00 - MASONRY REPAIR

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes spot cleaning (water and/or chemical); replacement/repair of stone units; repointing mortar joints; parapet rebuilding; and repair of damaged masonry. For repointing, resetting, relaying of historic masonry as shown on the Drawings and as specified in the construction documents and Preservation Briefs 1,2 revised, and 6, U.S. Department of the Interior, National Park Service, Technical Preservation Services.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 REFERENCE STANDARDS

A. American Concrete Institute:

1. ACI 530 - Building Code Requirements for Masonry Structures.

2. ACI 530.1 - Specifications for Masonry Structures.

B. Preservation Briefs:

1. No. 1 - The Cleaning and Waterproof Coating of Historic Buildings, Robert C. Mack, U.S. Department of the Interior, National Park Service, Preservation Assistance Division, Technical Preservation Services.

2. No. 2 - Repointing Mortar Joints in Historic Brick Buildings, Robert C. Mack, John P. Speweik, U.S. Department of the Interior, National Park Service, Preservation Assistance Division, Technical Preservation Services.

3. No. 6 - Dangers of Abrasive Cleaning to Historic Buildings, Anne E. Grimmer, U.S. Department of the Interior, National Park Service, Preservation Assistance Division, Technical Preservation Services.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Shop Drawings: Indicate special supports for the work. Detail shoring, bracing, scaffolding, and temporary or permanent support. Contractor to supply all scaffolding drawings for permit.

C. Submit the following items in time to prevent delay of work and to allow adequate time for review of submittals, if needed. Do not order materials or start the execution of the work before receiving the written approval:

1. Written certificates from mortar manufacturer should be submitted stating that all installers of the repointing mortars have successfully completed the training workshop for the installation of the mortar, or have met alternative workmanship qualifications acceptable to the manufacture, or provide written certification from the manufacturer that site training services have been contracted. In lieu of training, documented experience executing successful lime mortar installations may be acceptable.

2. Samples of all specified materials and Material Safety Data Sheets (MSDS) as appropriate.

3. Certificates, except where the material is labeled with such certification by the producers of the materials, that all materials supplied comply with all the requirements of these specifications and the appropriate standards.
4. Color–match repointing mortar samples to existing mortar or specified alternative
5. Written verification that all specified items will be used. Provide purchase orders, shipping tickets, receipts, etc. to prove that the specified materials were ordered and received.
6. Restoration Program: Submit written program for each phase of restoration process including protection of surrounding material on building and site during operations. Describe in detail material, methods, and equipment to be used for each phase of restoration work. (Contractors proposal/bid can serve this purpose.)

D. Product Data: Submit data on cleaning compounds, cleaning solutions, and manufacturer's printed literature for each product.

E. Samples: Submit four unit samples of masonry units to illustrate color, texture, and extremes of color range to match existing where replacements are necessary.

F. Manufacturer's Installation Instructions: Submit installation procedures for products selected for use, manufacturer's installation instructions, perimeter conditions requiring special attention, and test data indicating compliance with requirements, and installation instructions.

1.05 **SUBSTITUTIONS**

A. If alternative methods and materials to those indicated are proposed for any phase of restoration work, provide written description, and program of testing to demonstrate effectiveness for use on this project. Provide documentation showing compliance with the requirements for substitutions and the following information. Coordination information, including a list of changes needed to other work that will be necessary to accommodate the substitution.

B. A comparison of the substitution with the specified products and methods, including performance, weight, size, durability, and visual effect.

C. Certification that the substitution conforms to the contract documents and is appropriate for the applications indicated. Material substitution requests must be accompanied by independent laboratory test reports from a lab designated by the architect to establish equivalent performance levels and specification compliance. The submitting party shall pay for the testing.

1.06 **QUALITY ASSURANCE**

A. Perform Work in accordance with ACI 530 and ACI 530.1 requirements.

B. All repointing must be performed by a craftsperson that is familiar with historic lime mortar formulations, curing conditions and performance characteristics. Contractor shall provide proof of such knowledge to the Architect by submitting a certificate from a U.S. Heritage Group Lime Mortar Workshop, similar workshop course, or sufficient proven project experience. Work must be performed by a firm having not less than 5 years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration process and operations indicated.

C. Only skilled journeymen masons who are familiar and experienced with the materials and methods specified and are familiar with the design requirements shall be used for masonry restoration. One skilled journeyman mason, trained and Certified by the specified manufacturer, shall be present at all times during masonry restoration and shall personally direct the work.

D. Source of Materials: Obtain materials for stone repair and mortar repointing from a single manufacturer source to ensure match quality, color, texture, and detailing.

E. Test Panels: Before full-scale application, test products to be used on panel mock-ups on the actual building to be approved by the Architect.

1.07 **QUALIFICATIONS**

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

B. Installer: Company specializing in performing Work of this section with minimum five years documented experience.

1.08 **MOCK-UP**

A. Field Construction Mock-ups: Prior to start of general masonry restoration, prepare sample area on building where directed by Architect. Obtain Architect's acceptance of visual qualities before proceeding with the work.

B. Mortar Repointing: Prepare 2 separate sample areas of approximately 3-feet high by 3-feet wide for each type of repointing required, one for demonstrating methods and quality of workmanship expected in removal of mortar from joints and the other for demonstrating quality of materials and workmanship expected in pointing mortar joints. Prepare, install and finish each sample according to specifications. Sample must be applied to the actual masonry. Samples should cure a minimum of 14 days prior to Architect approval.

C. Cleaning: Areas slated for cleaning are small. Prepare 3 separate spot cleaning sample areas for each type required to determine the extent of cleaning, cleaning methods, dwell time, and cleaning products. One test sample MUST consist of a hot water wash at low psi using a flat 25-50 degree wide spray stainless steel tip. Record and note all dwell times, surface and air temperatures at the time of testing each possible solution. Architect to be present during mockup execution. Note cleaning detergent or chemical mix, psi, nozzle orifice distance from wall face, dwell times, and any other specific cleaning procedures.

D. Repeat, using different cleaning methods up to three locations, until acceptable without causing surface damage.

E. Acceptable mock-up illustrating results of restoration and cleaning will become standard for work of this section. Retain acceptable panels in undisturbed condition, suitably marked, during restoration as a standard for judging completed work.

1.09 **PRE-INSTALLATION MEETINGS**

A. Section 01 31 00 Project Management and Coordination: Pre-installation conferences

B. Convene minimum one week prior to commencing work of this section.

1.10 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

B. Store all mortar ingredients in manufacturer's packaging, or when delivered loose, with adequate weatherproof covering.

C. Deliver materials to site in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers.

D. Deliver and store restoration material in manufacturer's original, unopened containers with the grade, batch and production data shown on the container or packaging

E. Protect restoration materials during storage and construction from wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.

F. Protect mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

G. Comply with the manufacturers written specifications and recommendations for mixing, application, and curing of repointing mortars and patching materials.

H. Deliver products in time to avoid construction delays.

I. Deliver and store products in manufacturer's original packaging with identification labels intact.

J. Store products protected from weather and at temperature and humidity conditions recommended by manufacturer.

1.11 **ENVIRONMENTAL REQUIREMENTS**

A. Cold Weather Requirements: In accordance with ACI 530.1 when ambient temperature or temperature of masonry units is less than 40 degrees F (4 degrees C) will remain so for at least 48 hours after completion of work.

B. Do not use frozen materials or materials mixed or coated with ice or frost. Do not lower the freezing point of mortar by the use of admixtures or anti-freeze agents, and do not use chlorides in the mortar.

C. Hot Weather Requirements: In accordance with ACI 530.1 when ambient temperature is greater than 100 degrees F (38 degrees C) or surface and ambient air temperature is greater than 90 degrees F (32 degrees C) with wind velocity greater than 8 mph (13 km/h). Phase repointing during hot weather by completing process on the shady side of the building or schedule installation of materials during cooler evening hours to prevent premature evaporation of moisture the mortar.

D. Do not apply products under conditions outside manufacturer's requirements, which include:

1. Surfaces that are frozen; allow complete thawing prior to installation.
2. When surface or air temperature is not expected to remain above 40 degrees F for at least 8 hours after application.
3. Wind conditions that may blow materials onto surfaces not intended to be treated.
4. Less than 24 hours after a rain.
5. When rain is expected less than 6 hours after installation.

1.12 **SEQUENCING**

A. Perform repointing after cleaning masonry surfaces.

1.13 **OTHER PROJECT CONDITIONS**

A. Protect persons, motor vehicles, building site and surrounding buildings from injury resulting from masonry restoration work. This includes surface areas on adjacent wall surfaces or roofs not included in this scope of work.

B. Prevent repointing mortar from staining the face of masonry or other surfaces to be left exposed. Immediately remove all repointing mortar that comes in contact with such surfaces.

C. Cover partially completed work when work is not in progress.

D. Protect sills, ledges, and projections from droppings.

E. Damage occurring to the building as a result of work of this section of Contractor's failure to protect against such damage shall be the Contractor's responsibility. The contractor shall restore damaged areas to the complete satisfaction of the Architect at no expense to the Owner.

1.14 **WARRANTY**

A. See Section 01 77 00 - Closeout Procedures, for additional warranty requirements.

B. Provide manufacturer's standard warranty for not less than one year, commencing on Date of Substantial Completion.

PART 2 – PRODUCTS

2.01 **REPOINTING MORTAR MATERIALS**

A. Repointing mortar shall be prepared and placed in accordance with the Department of the Interior National Park Service Cultural Resources Preservation Briefs 2, "Repointing Mortar Joints in Historic Masonry Buildings", Revised edition October 1998, and in compliance with the guidelines set forth by the Secretary of the Interior's Standards for Rehabilitation.

B. The repointing mortar shall match the original in color, grain size, and texture. The compressive strength of the repointing mortar shall be equal or less than the compressive strength of the original mortar and surrounding brick or stone. The replacement mortar shall contain approximately the same ingredient proportions of the original mortar.

C. All replacement mortar ingredients and mortar formulations will be established from test data gathered from the original materials sampled from site. Test sampling analysis to be completed by USHG, see lab report provided by Architect.

D. Mortar Testing Contact: U.S. Heritage Group, Inc., 3516 North Kostner Ave. Chicago, IL 60641 Phone: 773-286-2100 Fax: 773-286-1852. Email: info@usheritage.com; www.usheritage.com.

E. The testing laboratory shall supply a ready mixed mortar sample sufficient in size for a mock-up sample at the site.

F. Mixing of individual mortar ingredients at the construction site will not be permitted.

G. Repointing mortars shall be pre blended in single containers in a factory-controlled environment. All ingredients will be converted from volume measurements to weight measurements to ensure quality production of the mortar.

H. All containers shall be marked including manufacturing date and batch number. Manufacture is required to maintain production-sampling procedures for each batch for quality control purposes. Manufacturer to provide samples of proposed materials for mock-up panels at the site. All pre blended products are to meet applicable ASTM standards and project specification requirements.

I. Mortar Materials Contact: U.S. Heritage Group, Inc., 3516 North Kostner Ave., Chicago, IL 60641 Phone: 773-286-2100 Fax: 773-286-1852. Email: info@usheritage.com; www.usheritage.com. Mortar supplied

from other suppliers is acceptable provided that these sources meet the standards outlined in this document, match the historic mortar formulation and aesthetics, and meet or exceed the quality standards of USHG mortars.

2.02 **MASONRY RESTORATION AND CLEANING**

A. Masonry Cleaners shall be in accordance with the Department of the Interior National Park Service Cultural Resources Preservation Brief 1, “The Cleaning and Waterproof Coating of Masonry Buildings”, and Preservation Brief 6 "Dangers of Abrasive Cleaning to Historic Buildings”, and in compliance with the guidelines set forth by the Secretary of the Interior’s Standards for Rehabilitation.

B. Cleaning baseline procedure: Hot water wash at low psi. If hot water wash proves to be insufficient, see item “J” for acceptable manufacturers of alternate cleaning products. Pressure to be measured at the gun or as closely to it as possible. 200-300 psi may be satisfactory; 400-800 psi (field test psi ranges) are more typical. A bristle brush may be used to supplement the water wash as long as it does not remove or damage the limestone surface. Nozzle size and configuration: Stainless steel flat tip with 25-50 degree wide spray. Distance from nozzle orifice and the surface being cleaned shall be evaluated and tested during the mock-up phase.

C. Algae growth: Treat areas of algae/moss growth with an anti-fungal agent prior to masonry cleaning.

D. Sample cleaning area: An initial test-cleaning sample with hot water at low psi is requested to evaluate this methods effectiveness and establish a baseline for cleaning techniques. Work with architect to determine locations of cleaning test panels (1’x1’).

E. All cleaning techniques should use the gentlest means possible to avoid etching, staining, bleaching, or masonry damage.

F. The goal of the masonry cleaning is not to remove 100% of surface soiling but to generally enhance the stone by removing sufficient particulate caused by pollution. Architect will establish parameters on-site for acceptable levels of cleaning.

G. Heavily soiled areas (likely carbon and sulfates): The undersides of limestone sills, ornament, belt courses, etc., may require alternate cleaning methods or additional applications of cleaner to achieve successful results.

1. Diedrich Chemicals Restoration Technology, Model 808 Black Incrustation Remover (for spot treatment of carbon encrusted black streaks).

2. Substitutions: Approved equal or better.

H. Dwell times: For all cleaning methods, testing and implementation, dwell times shall be closely watched and adhered to in an effort to avoid damaging the masonry (etching the surface).

I. Properly protect all adjacent wall surfaces, roofs, clock faces, windows, doors, glass, adjacent plant material, etc., from overspray.

J. Manufacturers:

1. Cleaning Materials:

a. PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. ASD. Tel: (800) 255-4255 or (785) 865-4200. Fax: (785) 830-9797. Email: marketing@prosoco.com; www.prosoco.com

b. Diedrich Technologies, Inc., 7373 South 6th Street, Oak Creek, WI 53154. Tel: (800) 323-3565 or (414) 764-0058. Fax: (414) 764-6993. Email: diedtech@execpc.com; www.diedrichtechnologies.com

2. Substitutions: See Section 01 25 00 – Substitution Procedures

2.03 **COMPONENTS**

A. Cleaning Agent: Premixed solvent cleaner type.

B. Blasting Sand: NOT permitted.

C. Mortar Materials: Conform to requirements of Drawings.

1. Refer to the Mortar Sample Analysis in the Watson Report for additional information relating to lime mortar (or “soft” mortar) and historic brick. Discrepancies should be brought to the attention of the Architect.

D. Brick: Solid red face brick (field)

E. Brick: Solid common brick (parapet back-up), proposed.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify surfaces to be cleaned are ready for work of this section.

B. Examine conditions, with installer present, for compliance with requirements for installation tolerances and other specific conditions, and other conditions affecting performance of unit masonry.

C. Do not proceed until unsatisfactory conditions have been corrected.

D. Verify that substrates are acceptable for product installation; do not begin until substrates meet manufacturer's requirements.

E. Do not begin until test panels have been approved by Architect and Owner

F. Replacement of masonry units to be confirmed by Project Architect prior to execution

3.02 **PREPARATION**

A. Protect surrounding elements from damage due to restoration procedures.

B. Immediately remove stains, efflorescence, or other excess resulting from work of this section.

C. Protect roof membrane and flashings from damage. Lay 1/2-inch (13mm) plywood on roof surfaces over full extent of work area and traffic route.

D. Provide waterproof dams to divert flowing water to exterior drains and catch basins.

E. Carefully remove and store fixtures, fittings, finishing hardware, accessories.

F. Close off, seal, mask, and/or board up areas, materials, and surfaces not receiving work of this section to protect from damage.

G. Construct dust proof and weatherproof partitions to close off occupied areas, if any.

3.03 **INSTALLATION**

A. Rebuilding:

1. Cut out damaged and deteriorated masonry with care in manner to prevent damage to adjacent remaining materials.
2. Shore or support structure in advance of cutting out units to maintain stability of remaining materials. Cut away loose or unsound adjoining masonry and mortar to provide firm and solid bearing for new work. Cut out full units from joint to joint and in a manner to permit the replacement of full-size units.
3. Ensure anchors, ties, reinforcing, stone cramps and dowels, and flashings are correctly located and built in.
4. Install built in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build in openings, accessories and fittings.
5. Re-use masonry to the fullest extent possible. Integrate new replacement masonry in concealed areas or shielded from public view.
6. All new brick units to be solid, no voids, consisting of salvaged historic matching material.
7. Build new masonry to the full thickness as shown on drawings. Key brick or stone into existing structure wherever possible providing mortar as required.

B. Repointing:

1. Leave one intact and serviceable example of original mortar on the building; location and size to be determined with Architect.
2. All joints (unless otherwise noted) shall be raked back to sound, solid, back up material. All raking out should leave a clean, square face at the back of the joint to provide for maximum contact of pointing mortar with the masonry back up mortar. Shallow or feather edging shall not be permitted.
3. Existing mortar joints shall be raked out a minimum depth of 2.5 times the height of the existing mortar joints, however, so as not to compromise the structural stability of the wall, the joint should not be raked out more than half the width of the masonry unit.
   a. EXAMPLES:
      a. 1/16" Mortar joint needs to be cut out to a depth of 3/16" minimum.
      b. 1/8" Mortar joint needs to be cut out to a depth of 5/16" minimum.
      c. 1/4" Mortar joint needs to be cut out to a depth of 5/8" minimum.
4. Utilize hand tools and power tools only after test cuts determine no damage to masonry units' results. Vertical joints (head joints) SHALL NOT be raked out using rotary power saws. All vertical head joints must be removed by hand in stonework unless a demonstration can be made that rotary use can be implemented without over cutting the joint, i.e., "over running." Vertical joints exceeding 6" in height may be approved for cutting with rotary power saws pending a successful demonstration to the Project Architect.
5. Do not damage masonry units.
6. Existing horizontal mortar joints (bed joints) that are filled with a hard Portland mortar may be raked out using a diamond blade that is narrower than the joint width. The middle one-third of the mortar

joint may be cut using a rotary power saw. The remaining mortar shall be removed from the masonry joints by hand using masonry chisels or pneumatic carving tools powered by air.

7. Existing historic mortar shall be removed using only small-headed chisels that are no wider than half the width of the existing masonry joints. Pneumatic air carving chisels are permitted.
8. Contractor shall not widen the existing masonry joints. The surrounding masonry edges shall not be spalled or chipped in the process of mortar Damage to surrounding stone resulting from rotary blade over running shall not be permitted. Contractor shall replace all brick or stone damaged during mortar removal with replacement units that match the original exactly.
9. Brush, vacuum, blow out, or flush joints with water to remove dirt and loose debris, working from top to bottom of wall.
10. Exposed surface of masonry adjacent to joint shall be wet prior to repointing. Maintain a water sprayer on site at all times during the repointing process.
11. Walls should be pre-soaked with water 10 minutes prior to pointing.
12. Rinse masonry joint with water to remove dust and mortar particles. Time the rinsing application so that at the time of pointing excess water has evaporated or run off. Joint surfaces should be damp but free from standing water.
13. Mortar shall be mixed according to manufacturer recommendations. The mortar material shall resemble the consistency of brown sugar during installation. This drier consistency enables the material to be tightly packed into the joint and allows for cleaner work and prevents shrinkage cracks as the mortar cures.
14. Joints should be pointed in layers or "lifts" where the joints are deeper than one and one-quarter inch (1-1/4 inch or 9mm). Apply in layers not greater than 1/2 the depth but not more than 1-1/4 inch or until a uniform depth is formed. Compact each layer thoroughly and allow it to become thumbprint hard before applying the next layer.
15. LIFT EXAMPLES:
    a. 3/16" joint depth (1/16" joint existing) point in one lift
    b. 5/16" joint depth (1/8" joint existing) point in one lift
    c. 5/8" joint depth (1/4" joint existing) point in one lift
    d. over 2-3/4 joint depth- point in lifts of no more than 1-1/4" (each)
16. When mortar is thumbprint hard the joints shall be finished to match the original historic joint profile.
    a. Face brick: raked joint.
    b. Confirm with Architect once scaffold is erect and direct inspection of protected areas is possible.
17. Keep mortar from drying out to quickly. Protection from direct sun, high winds for the first 72 hours after installation. Thoroughly soak the wall after the mortar has set and the finish joint profile is complete. Water soaking the wall is to be carried out nine (9) separate times allowing the wall to dry out between applications. Protect freshly pointed areas with plastic sheeting for the first 24 hours after installation.

18. Nine (9) wet-and-dry cycles are required and can usually be completed immediately after installation by water soaking the repointing work three times per day for three days. Nine (9) wet-and-dry cycles may take two days or one week depending on the conditions of the wall and the environment.
19. Acceptable curing methods include covering the repointed wall with plastic sheeting, periodic hand misting, and periodic mist spraying using a system of pipes, mist heads, and timers.
20. Adjust curing methods to ensure that the pointing mortar is damp without eroding the surface of the mortar.

3.04 **CLEANING**

A. Section 01 77 00 - Closeout Procedures for final cleaning.

B. As work proceeds and on completion, remove excess mortar, smears, droppings.

C. Clean surrounding surfaces.

3.05 **REPAIR OF MASONRY**

A. Removing metal anchors and filling holes.

B. Repair, patch and fill cracks, voids, defects, and damaged areas to satisfaction of the Architect; allow repair materials to cure completely.

C. Seal joints with sealant and allow to cure completely.

END OF SECTION

SECTION 05 50 00 - STEEL CORNER GUARDS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2018.

B. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination 2012.

C. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer 1999 (Ed. 2004).

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's data sheets on each product to be used, including installation instructions.

C. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

PART 2 – PRODUCTS

2.01 MATERIALS - STEEL

A. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

A. Fit and shop assemble items in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

A. Corner Guards: As detailed; prime paint finish.

2.04 FABRICATION TOLERANCES

A. Squareness: 1/8-inch maximum difference in diagonal measurements.

B. Maximum Offset Between Faces: 1/16 inch.

C. Maximum Misalignment of Adjacent Members: 1/16 inch.

D. Maximum Bow: 1/8 inch in 48 inches.

E. Maximum Deviation from Plane: 1/16 inch in 48 inches.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

A. Maximum Variation from Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset from True Alignment: 1/4 inch.

C. Maximum Out-of-Position: 1/4 inch.

END OF SECTION

SECTION 05 50 01 - METAL BAR GRATINGS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes metal bar gratings; metal frames and supports for gratings.

1.02 RELATED REQUIRMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 05 51 33 – Metal Stairs

D. Section 05 52 13 – Pipe and Tube Railings

E. Section 09 91 01 – Exterior Painting

1.03 SUBMITTALS

A. Product Data for the following:

1. Clips and anchorage devices for gratings.
2. Paint Products

B. Shop Drawings: Include plans, sections, details, and attachments to other work.

1.04 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with gratings by field measurements before fabrication.

PART 2 – PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer to design gratings.

B. Structural Performance: Gratings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform load of 100 lbf/sf or concentrated load of 8000 lbf, whichever produces the greater stress.
2. Limit deflection to L/360 or ¼” whichever is less.

2.02 METAL BAR GRATINGS

A. Metal Bar Grating Standards: Comply with NAAMM MBG 531, Metal Bar Grating Manual.

B. Welded Steel Grating

1. Bearing Bar Spacing: 2” O.C.
2. Bearing Bar Depth + Thickness: As required to comply with structural performance requirements.
3. Crossbar Spacing: 3” O.C.
4. Finish: Shop Primed.

2.03 **FASTENERS**

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use. Select fasteners for type, grade, and class required.

2.04 **MISCELLANEOUS MATERIALS**

A. Shop Primers: Provide primers that comply with Section 09 91 00 Exterior Painting.

B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

2.05 **FABRICATION**

A. Shop Assembly: Fabricate grating sections in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch material cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form from materials of size, thickness, and shapes indicated, but not less than that needed to support indicated loads.

D. Fit exposed connections accurately together to form hairline joints.

E. Welding: Comply with AWS recommendations and the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.

F. Provide for anchorage of type indicated, coordinate with supporting structure. Fabricate and space the anchoring devices to secure gratings, frames, and supports rigidly in place and to support indicated loads.

1. Fabricate toeplates to fit grating units and weld to units in shop unless otherwise indicated.
2. Fabricate toeplates for attaching in the field.
3. Toeplate Height: 4 inches (100 mm) unless otherwise indicated.

2.06 **GRATING FRAMES AND SUPPORTS**

A. Fabricate from metal shapes, plates, and bars of welded construction to sizes, shapes, and profiles indicated and as necessary to receive gratings. Miter and weld connections for perimeter angle frames. Cut, drill, and tap units to receive hardware and similar items.

1. Unless otherwise indicated, fabricate from same basic metal as gratings.

2.07 **STEEL FINISHES**

A. Finish gratings, frames, and supports after assembly.

PART 3 – EXECUTION

3.01 INTALLATION

A. General: Install gratings to comply with recommendations of referenced metal bar grating standards that apply to grating types and bar sizes indicated, including installation clearances and standard anchoring details.

B. Attach removable units to supporting members with type and size of clips and fasteners indicated or, if not indicated, as recommended by grating manufacturer for type of installation conditions shown.

C. Attach nonremovable units to supporting members by welding where both materials are same; otherwise, fasten by bolting as indicated above.

3.02 ADJUSTING AND CLEANING

A. Touchup Painting: Clean and touchup paint of field welds, bolted connections, and abraded areas of shop paint.

END OF SECTION

SECTION 05 51 33 - METAL STAIRS

PART 1 – GENERAL

1.01 SUMMARY

A. Provide industrial type aluminum stair structural framing, grating treads and risers as shown on the drawings, and as needed for a complete and proper installation.

1. Dimensions: Field verify to match existing stair dimensions.

1.02 SUBMITTALS

A. Submit shop drawings including fabrication, layout, installation, anchorage, and interface of the work of this section with the work of adjacent trades.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with no less than three years of experience.

B. Comply with recommendations of AWS, Structural Welding Code on Aluminum, D1.2 latest edition.

C. Stair shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Uniform Load: 100 lbf/sf
2. Concentrated Load: 300 lbf applied on an area of 4 sq. in.
3. Uniform and concentrated loads need not be assumed to act concurrently.
4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
5. Limit deflection of treads, platforms, and framing members to L/360 or ¼-inch(6.4mm), whichever is less.

D. **DELIVERY, STORAGE, AND HANDLING**

1. Deliver all materials to job site properly marked to identify the structure for which they are intended and at such intervals to insure uninterrupted progress of the work. Marking shall correspond to markings indicated on the shop drawings.
2. Store all members off the ground using pallets, platforms, or other supports.
3. Do not store materials on the structure in a manner that might cause distortion or damage to the members of the supporting structure.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design: Aluminum Grate Stair

1. Breuer Metal Craftsmen Inc.
   Phone: 920-885-28228
   Email: craftsmen@breuermetal.com

2.02 GENERAL REQUIREMENTS

A. Fit and shop assemble stair in the largest practical sections for delivery to the job site.

B. Miter the stringers at changes in direction with joints tightly fitted and secured by continuous welds and grind with #3 NOMMA Finish. Make exposed joints butt tight. Ease exposed edges to a small uniform radius.

C. Close and fit the ends of stringers at the floor or landing to the floor surface. On the landings and platforms where they are part of the stair framing, carry the wall stringers around and above the finished level of the platform to form a base of the height as shown.

D. Provide standard prefabricated aluminum grating treads and aluminum nosings with extruded re-enforced profile with non-slip ribs.

1. Mechanically fasten grating treads with aluminum bearing angle to stringers.
2. Grating bearing bars shall be spaced 1-3/16-inches on center and cross bars shall be spaced at 4-inches on center. Cross bars shall be flush at top with bearing bars.
3. All Grating edges shall be banded.
4. Unless noted other, all grating at treads and landings will not be welded to supports, provided saddle clips as required for attachment. Limit weight of each section to no more that 50-pounds.
5. Provide aluminum riser plate welded to grating tread.

2.03 **MATERIALS**

A. Aluminum

1. Plate: Alloy 6061-T6, Mill Finish, Heat Treatable.
2. Structural Shapes: Alloy 6061-T6, ASTM B 308 055119-2
3. Sheet Aluminum: ASTM B209 (ASTM B209M), Alloy 5052, H32 or H22 Temper
4. Round Pipe: Alloy 6061-T6, ASTM B429
5. Square Tubing: Alloy 6063-T52, Extruded
6. Rectangular Tubing: Alloy 6063-T52, Extruded
7. Aluminum- Alloy Bars: ASTM B211 (ASTM B211M), Alloy 6061-T6

B. Grating - Aluminum

1. Material: ASTM B 211, Alloy 6061-T6 or 6063-T6
2. Construction Type: Swage-Locked , Standard Rectangular Bar
3. Surface: Serrated

C. Fasteners- 316 Stainless Steel

2.04 **ALUMINUM FINISHES**

A. Grind weld joints smooth with adjacent finish surface.

B. Coat aluminum in contact with dissimilar metals, masonry or lime products with one coat of bituminous paint.

PART 3 – EXECUTION

3.01 **INSTALLATION**

A. Install metal stair in accordance with the manufacturer's recommendations and approved shop drawings.

B. Install components plumb and level, accurately fitted, free from distortion or defects.

C. Securely bolt or anchors, plates, angles, hangers, and struts required for connecting stairs to structure.

D. Provide welded field joints where specifically indicated or shop drawings. Perform field welding in accordance with the appropriate AWS Specification.

E. Obtain approval prior to site cutting or creating adjustments not scheduled.

END OF SECTION

SECTION 05 52 13 - PIPE AND TUBE RAILINGS

PART 1 – GENERAL

1.01 SUMMARY

A. Provide mechanically connected aluminum handrails and railings as shown on the drawings, as specified herein, and as needed for a complete and proper installation.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 SUBMITTALS

A. Submit shop drawings including fabrication, layout installation, anchorage, and interface of the work of this section with the work of adjacent trades.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with no less than three years of experience.

B. Railing shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guardrail System:

a. Uniform load of 50 lbf/ft applied in any direction.

b. Concentrated load of 200 lbf applied in any direction.

c. Uniform and concentrated loads need not be assumed to act concurrently.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to job site properly marked to identify the structure for which they are intended and at such intervals to insure uninterrupted progress of the work. Marking shall correspond to marking indicated on the shop drawings.

B. Pack all aluminum pipe in individual plastic sleeves to protect the finish.

C. Store all members off the ground using pallets, platforms, or other supports.

D. Do not store materials on the structure in a manner that might cause distortion or damage to the members of the supporting structure.

PART 2 – PRODUCTS

2.01 MANUFACTURER

A. Basis of Design: Aluminum Grate Stair

1. Breuer Metal Craftsmen Inc.
   Phone: 920-885-28228
   Email: craftsmen@breuermetal.com

2.02 **GENERAL REQUIREMENTS**

A. Design, fabricate, and test railing assemblies in accordance with most stringent requirements of ASTM E 985 and applicable local codes.

B. Design railing assembly, wall rails, and attachments to resist lateral force required by applicable code at any point without damage or permanent set. Test in accordance with ASTM E 935.

C. Handrail: 1-1/2-inch extruded aluminum pipe. Provide at both sides of stair.

2.03 **MATERIALS**

A. Aluminum

1. Extruded Bar and Shapes: ASTM B 221, alloy 6063-T6

2. Extruded Pipe and Tube: ASTM B 429, alloy 6005-T5, T4

2.04 **FASTENERS**

A. Fasteners for anchoring railing to other construction: Select fasteners of the type, grade, and class required to produce connections that are suitable for anchoring railing to other types of construction indicated and capable of withstanding design loadings.

1. For aluminum railings, provide stainless steel of alloy 304.

B. Cast-in-Place and Post-Installed Anchors: Fabricated from corrosion resistant materials with capability to sustain, without failure, the loads determined by local code requirements.

2.05 **GROUT AND ANCHORING CEMENT**

A. Non shrink, Nonmetallic Grout: Premixed, factory packaged, non-staining, noncorrosive, non-gaseous grout complying with ASTM C 1107. Provide 9 grout specifically recommended by manufacturer for interior and exterior applications.

B. Interior Anchoring Cement: Factory packaged, non-shrink, non-staining, hydraulic controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Use for interior applications only.

2.06 **ALUMINUM FINISHES**

A. Mill Anodized – Aluminum Association Specification M12-C22-A41, finish non specular as fabricated, chemical finish-medium matte, Architectural Class 1 clear 0.7 mil thick anodic coating.

PART 3 – EXECUTION

3.01 **INSTALLATION**

A. Set handrails 34-36 inches, measured vertically, above the nosing of the treads or above the finished floor of the landing.

B. Set handrails with minimum clear space of 1-1/2 inches between handrail and adjacent wall or surface.

C. Extend handrails at least one tread depth horizontally beyond the bottom riser at the slope of the stair flight.

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Framing with dimension lumber.

B. Removing and replacing existing damaged and deteriorated exposed wood beams and other wood components.

C. Communications and electrical room mounting boards.

D. Concealed wood blocking, nailers, and supports.

E. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 REFERENCE STANDARDS

A. American Wood Preservers Association (AWPA):

B. APA – American Plywood Association

C. PS 20 - American Softwood Lumber Standard

D. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings: Published by the US Department of the Interior.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data for lumber, sheathing, wood treatments, and other materials and products.

C. Shop Drawings:

1. Shop drawings for wood framing indicating dimensions, profiles, and connections.

2. Details for providing blocking and other supports in partitions and walls for support of wall mounted items.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

1.06 QUALITY ASSURANCE

A. Grade stamp shall be visible on wood products:

1. Lumber grading agency: WCLIB and WWPA

2. Plywood grading agency: APA

3. In lieu of providing exposed to view lumber and panels with grade stamp, submit manufacturer's certificate that products meet specified grade.

PART 2 – PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.

1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.

2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Stud Framing:

1. Species: Douglas Fir-Larch.

2. Grade: No. 2.

D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:

1. Lumber: S4S, No. 2 or Standard Grade.

2.03 REPLACEMENT OF EXISTING MEMBERS

A. Beams

1. Type: Member sizes, shapes, and tooling shall match existing members and shall be indicated on reviewed shop drawings.

2.04 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

B. Preservative Treatment:

1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.

a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.

b. Treat lumber exposed to weather.

c. Treat lumber in contact with roofing, flashing or waterproofing.

d. Treat lumber in contact with masonry or concrete.

PART 3 – EXECUTION

3.01 INSPECTION

A. After selective demolition is complete, inspect exterior and interior wood components. Identify members split, cracked, rotted, structurally impaired, or otherwise deteriorated and requiring repair or replacement.

B. Label identified repair work with colored tape, tags attached with staples, or other non-permanent markings.

C. Review findings in field with Architect.

D. Correct noted deficiencies by repair or replacement as approved by Architect.

E. Members removed shall be replaced with new, sound members to match existing.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.

B. Make provisions for temporary construction loads and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

C. Install structural members full length without splices unless otherwise specifically detailed.

D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, and the AWC (WFCM) Wood Frame Construction Manual.

E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.

F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 REMOVAL AND REPLACEMENT OF WOOD MEMBERS

A. Replace deteriorated or damaged beams and other wood members as identified in accordance with Paragraph 3.01. Replace with new solid members of exact profile and dimensions as original. Method of joining and attachment shall match existing construction.

3.05 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

F. Provide the following specific non-structural framing and blocking:

1. Wall brackets.
2. Handrails.
3. Grab bars.
4. Towel and bath accessories.
5. Wall-mounted door stops.
6. Wall paneling and trim.
7. Joints of rigid wall coverings that occur between studs.

3.06 **ROOF-RELATED CARPENTRY**

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.07 **INSTALLATION OF CONSTRUCTION PANELS**

A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.

1. At long edges use sheathing clips where joints occur between roof framing members.
2. At long edges provide solid edge blocking where joints occur between roof framing members.
3. Nail panels to framing; staples are not permitted.

B. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws or staples.

1. Use plywood or other acceptable structural panels at building corners, for not less than 96 inches, measured horizontally.
2. Provide inlet diagonal bracing at corners.
3. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.

C. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.

1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
3. Install adjacent boards without gaps.

3.08 **TOLERANCES**

A. Framing Members: 1/4 inch from true position, maximum.

B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.09 **CLEANING**

A. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.

B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 06 20 00 - FINISH CARPENTRY

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Finish carpentry items.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.

D. Section 08 14 01 - Wood Doors and Frames

1.03 REFERENCE STANDARDS

A. AWI (QCP) - Quality Certification Program Current Edition.

B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards 2014, with Errata (2016).

C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1 2016, with Errata (2017).

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with plumbing rough-in, electrical rough-in and installation of associated and adjacent components.

B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements for submittal procedures.

B. Shop Drawings:

1. Include plans, elevations, sections, details, and attachment details.
2. Apply AWI Quality Certification Program label to Shop Drawings

1.06 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1. Provide Manufacturer’s Certification: licensed participant in AWI’s Quality Certification Program.

PART 2 – PRODUCTS

2.01 WOOD-BASED COMPONENTS

A. Wood fabricated from old growth timber is not permitted.

2.02 LUMBER MATERIALS

A. Softwood Lumber: fire reclaimed ponderosa pine species, flat sawn, maximum moisture content of 6 percent; with vertical grain, of quality suitable for transparent finish.

1. Grading: In accordance with rules certified by ALSC; www.alsc.org.

2.03 **FABRICATION**

A. Shop assemble work for delivery to site, permitting passage through building openings.

B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify adequacy of backing and support framing.

B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

3.02 **INSTALLATION**

A. Set and secure materials and components in place, plumb and level.

B. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 **SITE APPLIED WOOD TREATMENT**

A. Apply preservative treatment in accordance with manufacturer's instructions.

B. Brush apply one coats of preservative treatment on wood in contact with cementitious materials. Treat site-sawn cuts.

C. Allow preservative to dry prior to erecting members.

3.04 **PREPARATION FOR SITE FINISHING**

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.05 **TOLERANCES**

A. Maximum Variation from True Position: 1/16 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 06 25 00 - WOOD REPAIRS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Wood Repairs.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide Installation instructions, and general recommendations from manufacturer for types of repair required including technical data sheets defining performance properties.

C. Restoration Schedule: Submit schedule for each window, door, cornice, or area of wood trim to be restored; outlining in detail proposed restoration work to be performed on each component. Obtain written approval from Architect prior to commencement of repair work.

D. Certification that materials comply with local VOC limitations.

E. Installer's Qualification Statement: Provide qualification data for firms and persons specified in the "Quality Assurance" article to demonstrate their capabilities and experience. Include a list of completed projects with project name, address, names of Architects and Owners, and information specified.

1. Five (5) business days after bid opening, submit a written qualification and experience of all lead personnel for work on the Project. List Project Manager or Foreman’s name and experience relative to this Project.

2. All work shall be performed by persons whose qualifications have been submitted and approved.

1.04 QUALITY ASSURANCE

A. Installer Restorations Specialist Qualifications: Work must be performed by a firm having not less than (5) years successful experience in comparable wood restoration work including work on at least three (3) buildings listed in the National Register of Historic Places under the direction of federal and state preservation agencies in the past (5) years and employing personnel skilled in the restoration process and operations indicated.

1. Restoration Specialist firm must be acceptable to or certified by manufacturer of primary restoration materials.

2. Work associated with work of this section, including (but not limited to) paint removal and substrate preparation, is to be performed by Installer of the work.

3. Only skilled workers who are thoroughly trained and experienced in wood repairs and restoration work at areas as noted, have the skills required for the work of this section, and are completely familiar with the materials and methods specified shall be used for wood restoration work.

4. At least one skilled worker shall be present at all times during the execution of the work and shall personally direct the wood repairs and restoration work.

5. In acceptance or rejection of the wood restoration work, no allowance will be made for lack of skill on the part of the worker(s).

B. Field Mock-ups

1. Wood Restoration: following the requirements of the Section, perform a mock-up of each type of wood repair system specified to demonstrate materials and methods intended to be used in the finished work.

a. Perform mock-ups in areas indicated by the Architect.

b. Obtain the Architect's written approval of each mock-up before proceeding with the work of the Section.

c. Protect the approved mock-ups until the completion of all the work.

d. Approved mock-up shall represent the minimum acceptable standard for each type and detail of the restoration work.

C. Manufacturer: Obtain primary repair materials from a single manufacturer. Provide secondary materials as recommended by the manufacturer of the primary materials.

1.05 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver all materials in original unopened containers labeled with the manufacturer's name, brand name, item name and installation instructions.

B. Store materials in compliance with the manufacturer's requirements for temperature, maximum and minimum, and other conditions. Keep all materials under cover and dry. Protect against exposure to the weather. Store all related materials under cover and elevated above grade.

C. Discard and remove from the project site any materials damaged in handling or storage and any materials that have been subjected to conditions contrary to the manufacturer's recommendations or whose maximum shelf life has expired.

1.06 **PROJECT CONDITIONS**

A. Lead: Existing paint may contain lead. Take all necessary precautions to ensure the safety of all persons engaged in removing lead-based paint and dispose of all residues generated from lead-based paint stripping in a legal manner in accordance with all local, state and federal codes.

B. Coordination: Coordinate wood repair with paint stripping so that the effected surfaces are exposed for a minimal time to avoid further damage to bare wood. Coordinate with painting so that all restored surfaces are primed as soon as possible after repair.

C. Weather: Proceed with the work of this section only when existing and foreseen weather conditions permit the work to be performed in accordance with the manufacturer's recommendations for temperature and humidity range, minimum and maximum.

D. Substrate Conditions: Do not proceed with product applications until substrates have been inspected and are determined to be in satisfactory conditions. Substrate moisture content shall not be in excess of 18% during preparation and application.

1. Remove all decayed wood to a clean, sound, unaffected substrate.

2. Remove all built-up paints, and other debris to a clean, sound substrate.

3. Remove all wood sawdust to a clean, sound substrate.

E. Protection:

1. Use all necessary means to protect interior of building from all damage caused by precipitation and other environmental conditions during the work of this Section.
2. Protect all adjacent building surfaces from damage, staining or deterioration resulting from wood restoration work.
3. Protect the restoration work in progress to prevent further deterioration of exposed wood surfaces. Protect the completed work until the time of final inspection and acceptance by the Architect.

F. Security: Coordinate work with the owner's Project Manager to ensure that the building is secured at the end of each work period. Review security procedures with the Owner prior to proceeding with the work in this Section.

PART 2 – PRODUCTS

2.01 GENERAL

A. Compatibility: provide products recommended by the manufacturers to be fully compatible with indicated substrate.

2.02 EPOXY REPAIR PRODUCTS

A. Epoxy repair materials shall consist of 2 separate systems, a 2-part low viscosity epoxy primer/coupling agent and a 2-part thixotropic paste meeting the criteria of Tables A and B.

2.03 MANUFACTURER OF REPAIR PRODUCTS AND EQUIPMENT

A. Manufacturer: Subject to compliance with the requirements, provide product of the following or approved equal.

1. Advanced Repair Technology, Cherry Valley, NY
2. Window Care Systems, Pembroke, MA
3. or approved equal

2.04 REPAIR PRODUCTS

A. Low viscosity epoxy coupling/bonding agent.

B. Epoxy repair compound

C. Injectable Borate gel

D. Borate rods

2.05 PAINT STRIPPERS

A. Chemical Stripping Agent. Methylene chloride based, Thixotropic stripper

B. Products: Subject to compliance with requirements, provide the following, or approved equal.

1. 509 Stripper
2. ProSoCo
3. or approved equal

C. Low Temperature heat gun or heat plate, no open flame.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Inspect all wood surfaces in conjunction with the Architect to determine the extent of restoration and methods to be used.

1. The Architect's decision regarding the extent of required repair, and extent of profile replication work shall be final.
2. In wood surfaces where decay is present, determine the methods and treatment of repair.
3. Areas that do not attach existing profiles, determine the level of restoration and replication to be achieved.

B. Joints, Joinery, and Edges: Check wood members at joints, seams, and edges for:

1. Any open seams or failed conditions.
2. Wood moisture content
3. The presence of wood decay, by probing surfaces.

C. Sills and Trim

1. Inspect wood surfaces for natural defects (knots, cracks, and checks).
2. Determine wood moisture content
3. Probe for the presence for wood decay.

3.02 **INSTALLATION REMOVAL**

A. Removal of finishes:

1. Remove all peeling and loose paint by scraping, taking care not to damage sound wood and profiles.
2. Strip all painted wood surface to bare wood, taking care not to damage sound wood and profiles by the application of stripping paste or by the use of a heat gun or plate.
   a. Remove stripper and finishes as directed by manufacturer.
   b. Dispose of debris in accordance with approved methods.
3. Wash all surfaces with recommended neutralizing agents to remove any foreign particle, dust and chemical residue allow surface to thoroughly dry.

3.03 **PREVENTATIVE SYSTEMS**

A. Preservation and Sealing of seams and joints. Repair of wood checking due to weathering.

1. Open or failed seams and checks shall be dilated to a width of 3/16 and depth of 1/2"
2. Remove all decayed, soft and weathered wood.
3. Check the moisture content and hardness of wood at and around the repair, maximum allowable moisture content 18%.
4. Sand bare wood to remove all loose fibers, paint, compounds. Remove all sawdust and dirt.
5. Pre-treat bare and sanded wood thoroughly with low viscosity epoxy coupling/bonding agent.

6. Allow coupling agent to penetrate wood surface for a minimum of 10 minutes and maximum of 30 minutes, or as recommended by the manufacturer. Avoid applying in direct sunlight.
7. Remove any excess bonding agent with absorbing paper.
8. Apply epoxy repair compound over epoxy bonding agent while still tacky.
9. Epoxy compound shall have optimal contact with wood.
10. Avoid inclusion of air pockets during application
11. Fill joints full, even, smooth, and in one application
12. Allow full cure time as specified by manufacturer before application of paint or varnish.
13. After curing, sand surface even and smooth. Transitions and irregularities between wood and epoxy shall not be visible after sanding.
14. If required, smooth any remaining irregularities with an additional application of epoxy repair compound. Always sand between coats.

3.04 **CURATIVE SYSTEMS**

A. Preservation and Repair of Damaged/Decayed Wood:

1. Remove all paint and other coatings from area to be repaired.
2. Remove all decayed soft and discolored wood, to sound bright unaffected material.
3. Check area of removal to determine complete elimination of decayed material.
   a. Remaining wood should be even color without red-brown and/or gray spots.
   b. No soft wood, existing brittle compound, or other previous repair materials should remain.
4. Check moisture content and hardness of the wood in and around the repair area.
   a. Moisture content of wood to be 18% or less.
5. Sand bare wood to remove all loose fibers, paint, compounds. Remove all sawdust and dirt.
6. Drill holes in effected area to receive borate gel and rods. Follow manufacturer's dose recommendations for dimensional lumber.
7. Inject recommended dose of borate gel. Gel should not come in contact with exposed wood surface.
8. Install borate rod in same holes as gel. Gel should not come in contact with exposed wood surface.
9. Pre-treat bare and sanded wood thoroughly with low viscosity epoxy coupling/bonding agent.
10. Apply epoxy repair compound over the uncured epoxy coupling agent.
    a. Epoxy fill shall have optimal contact with wood
    b. Avoid inclusion of air pockets during application
    c. Fill joints full, even and smooth in one application.
    d. Allow full cure time as specified by manufacturer before preparing for finishes.
11. After curing, sand surface even and smooth. Transitions and irregularities between wood and epoxy shall not be visible after sanding.

12. If required, smooth any remaining irregularities with an additional application of epoxy repair compound. Always sand between coats.

3.05 **ADJUSTMENTS**

A. Repair or replace all defective work at no additional cost to the owner.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Spray-Applied Cellulosic insulation in attic.

B. Batt insulation for sound attenuation in interior walls.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 09 21 16 - Gypsum Board

1.03 REFERENCE STANDARDS

A. Consumer Products Safety Commission (CPSC) standard 16 CFR Part 1209 and 1404

B. ASTM C739-11 – Standard Specification for Cellulosic Fiber Loose-Fill Thermal Insulation

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2018b

D. ASTM C1485 – Standard Test Method for Critical Radiant Flux of Exposed Attic Floor Insulation

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide data on product characteristics, performance criteria and product limitations.

1.05 QUALITY ASSURANCE

A. Qualifications: Installers: Provide work of this Section executed by competent installers with minimum 5 years experience in the application of products, systems, and assemblies specified and with approval and training of the product manufacturers.

1.06 DELIEVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 – PRODUCTS

2.01 SPRAY-APPLIED CELLULOSIC INSULATION

A. Self-Supported, Spray-Applied Cellulosic Insulation in attic

1. Basis-Of-Design: Thermolok Loosefill, 100% Boron Cellulose Insulation
2. Manufacturer: Hamilton Manufacturing Co, Inc.: 901 Russet Street, Twin Falls, Idaho 83301; Web: www.hmi-mfg.com
3. Design Requirements
   a. Recycled Cellulose Fiber: Minimum 80% recycled content.
   b. Density: ASTM C739-11 – Wet spray applied material densities between 2.7 lb/ft^3 and 3.5 lb/ft^3

c. Thermal Resistance (R-Value/in): 3.7 per ASTM C729-11

d. Surface Burning Characteristics:

1) Critical Radiant Flux: Greater than 0.12 watts/cm per ASTM C1485

2) Flame Spread: less than 25 using ASTM E84

e. Moisture Vapor Sorption: Normal variations in relative humidity to not adversely affect thermal resistance.

f. Corrosiveness: Non-corrosive when in contact with steel, copper, aluminum, or galvanized materials.

g. Fungi Resistant.

2.02 **ACOUSTICAL BLANKET INSULATION (SOUND ATTENUATION BATTS)**

A. Type: Kraft faced glass fiber acoustical insulation; ASTM C 665, Type II, Class C.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities or materials or substances that may impede adhesive bond.

3.02 **BATT INSTALLATION**

A. Install acoustical insulation in interior partitions indicated on Drawings.

B. Place acoustical insulation in partitions tight within spaces, around openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

C. Install acoustical sealant at top and bottom of partition joints, within partitions, and around penetrations in accordance with manufacturer's instructions.

3.03 **PROTECTION**

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.

B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 32 00 - CLAY ROOF TILES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Clay roof tiles.

B. Underlayment, including ice dam protection.

C. Wood attachment members (battens, nailers, etc.).

D. Metal roof flashing and counterflashing.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Material requirements for attachment members

D. Section 07 62 00 - Sheet Metal Flashing and Trim: Roof flashing.

1.03 REFERENCE STANDARDS

A. ASTM C91/C91M - Standard Specification for Masonry Cement 2012.

B. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar 2018.

C. ASTM C1167 - Standard Specification for Clay Roof Tiles 2011.

D. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection 2018.

E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials 2016.

F. NRCA (RM) - The NRCA Roofing Manual 2018.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Submit manufacturer's data sheets on tile and underlayment, indicating material characteristics, installation instructions, and limitations and precautions.

C. Shop Drawings: Submit for metal flashings and counterflashings, indicate overall configurations and thicknesses, details at complex intersections, jointing methods and locations, and fastening details.

D. Selection Samples: Submit color chips representing manufacturer's full range of available tile colors and finishes.

E. Verification Samples: Set of tiles representing actual product in color, finish, and style, including special shapes and fittings.

F. Manufacturer’s Certificates: Certify that tiles supplied for the project meet or exceed specified requirements.

G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. Extra Roof Tiles: Quantity equal to 5 percent of total installed, including appropriate quantities for each color, size, and shape.

1.05 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver and store materials in manufacturer's unopened packaging, with labels intact, until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 **WARRANTY**

A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

B. Correct defective Work within a five-year period after Date of Substantial Completion.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Other Acceptable Clay Roofing Tile Manufacturers:

1. Ludowici Roof Tile; www.ludowici.com

2. Substitutions: See Section 01 25 00 - Substitution Procedures.

2.02 **ROOF TILES**

A. Clay Roof Tiles:

1. Comply with requirements of ASTM C1167, Grade 1 tile; with nail holes made before firing.

2. Profile: Spanish 13 1/4" BARREL TILE.

3. Tile Size: As selected from manufacturer’s standards.

4. Finish: Unglazed, natural fired.

5. Color: As selected by Architect from manufacturer's standard line.

B. Special Shapes and Fittings: Supply special shapes and fittings of same material and finish as adjacent tile, factory-formed before firing, as indicated on drawings or as required for specific project conditions, including but not limited to hip caps, ridge caps, rake edges, eave edges and termination caps.

2.03 **SHEET MATERIALS**

A. Underlayment: Self-adhering polymer-modified asphalt sheet complying with ASTM D1970/D1970M; minimum thickness of 40 mils, 0.040 inch; with strippable release paper and slip-resistant embossed polyethylene sheet top surface.

1. Manufacturers:

a. GRACE: Grace Roofing Underlayments. https://gcpat.com/en/solutions/products/grace-ice-water-shield-roofing-underlayment.

b. Substitutions: See Section 01 25 00 – Substitution Procedures

2.04 **METAL FLASHING MATERIALS**

A. Provide metal roof flashings as indicated and as required for watertight roofing system, including eave edge, gable edge, ridge vent, open valley and chimney flashing.

1. Form flashings to profiles indicated, or as required to shed water and protect building from water damage.
2. Form sections square, flat, and accurate to profile, in maximum possible lengths, free from distortion or other defects detrimental to function or appearance.
3. Hem exposed edges of flashings minimum 1/4 inch on underside.
4. Coat concealed surfaces of flashings with bituminous paint.

B. Galvanized Steel Flashing: ASTM A653/A653M, with G90/Z275 zinc coating; 26 gage, 0.0179 inch minimum base metal thickness.

C. Bituminous Paint: Asphaltic mastic, ASTM D4479/D4479M, Type I.

2.05 **FASTENERS**

A. Underlayment Fasteners: Hot-dip galvanized steel roofing nails, 11 gage, 0.12 inch diameter, sharp pointed with barbed shanks, minimum 3/8 inch diameter head, and of length sufficient to penetrate 3/4 inch into solid substrate or completely through sheathing.

2.06 **ACCESSORIES**

A. Attachment Members:

1. Battens: 1 inch by 2-inch, nominal, spaced as required for tile size.
2. Nailers: Nominal 2-inch thick members, height as required for specific conditions.
3. Cant Strips: Beveled strips sized as required by tile size and configuration, nominal 48 inches long and spaced nominal 1/2 inch apart at ends for drainage.

B. Mortar:

1. Cement: ASTM C91/C91M, Type M.
2. Sand: ASTM C144, uniformly graded and free from organic materials.
3. Mix: Premixed or site mixed, ASTM C270, Type M mortar.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Examine structural roof deck for compliance with specified requirements and verify that roof penetrations and roof openings are correctly installed in proper locations.

B. Do not begin installation of tile roofing until substrates have been properly prepared, and if substrate preparation is responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 **PREPARATION**

A. Broom clean deck surface prior to installation of underlayment or eave protection.

B. Prepare roof deck surfaces using methods recommended by tile manufacturer for achieving best results under project conditions.

C. Seal roof deck joints wider than 1/16 inch with deck tape.

D. At areas where elastomeric membrane underlayment will be installed, fill knot holes and surface cracks with latex filler, or cover knot holes with sheet metal.

E. Install eave edge and gable edge flashings tight with fascia, in accordance with SMACNA (ASMM) recommendations, lap joints minimum 2 inches, and seal with plastic cement.

3.03 **INSTALLATION**

A. Install clay tile roofing system in accordance with manufacturers recommendations and NRCA (RM) applicable requirements.

B. Eave Protection: Install from eave edge to minimum 2 ft up-slope beyond projected interior face of exterior wall.

1. Install eave protection membrane in accordance with manufacturer's installation instructions for project substrate.

C. Underlayment:

1. Roof Slopes Less Than 4/12: Install one layer of elastomeric membrane underlayment over entire roof area, perpendicular to roof slope, with ends and edges weather lapped a minimum of 4 inches, and staggering end laps of each layer.

D. Valley Protection Membrane: Install full width elastomeric membrane underlayment centered at valleys, in accordance with manufacturer92s installation instructions for project substrate. Weather lap joints a minimum of 12 inches.

E. Metal Valley Flashings:

1. Closed Valleys: Install metal flashing by interleaving tiles with prepared metal flashing sheets of minimum 20-inch width, extend each sheet of flashing a minimum of 2 inches above top of tile course to be applied over it so flashing may be nailed to deck in upper corners of each sheet.

F. Sheet Metal Flashing: Install flashing at other locations as indicated and as required by project conditions.

1. Install flashing at each location where clay roof tiles intersect other roofs, walls, parapets, chimneys, ventilators, and similar projections.

2. Install drip edge flashing at eaves prior to installing underlayment.

G. Elastomeric Membrane Flashing: Apply self-adhering membrane flashing in concealed locations where metal flashing would be difficult to apply effectively.

H. Attachment Members:

1. Cants: Install cant strips at eaves on top of underlayment, spaced for drainage.

2. Nailers: Install nailers at ridge and hips, directly over underlayment; protect with additional layer of underlayment before installing ridge and hip tiles and accessories.

3. Rake Edge Nailers: Install nailers at gable ends, configured as required by project conditions to support tile and provide weather protection to roof components.

I. Clay Tile:

1. Install first row of tile at eaves with minimum projection of 3/4" inch.

2. Lay tile square with building lines and parallel with roof slope, and install filler, closure, and mitered pieces as required.

3. Unless otherwise indicated or recommended by tile manufacturer, install tile with minimum of 3-inch headlaps.

4. Miter tile at valleys to form straight edge using masonry saw.
5. Nail tiles by driving nails to point where nail heads just clear surface of tile, so tiles hang on nails; do not overdrive nails by putting pressure on underlying tile, and do not underdrive nails and put strain on overlying tile.
6. At valleys and other areas with metal flashing, use wire ties for tile support as required to avoid nailing in vulnerable areas.
7. Cut and fit tiles neatly around vents, pipes, and other projections.
8. Install accessories in accordance with manufacturer's details and recommendations.

3.04 **PROTECTION**

A. Minimize traffic over finished roof surface; where walking on roof is absolutely necessary, wear soft-soled shoes and walk on abutting tiles to avoid breakage.

B. Remove and replace damaged or broken tile before Date of Substantial Completion.

END OF SECTION

SECTION 07 54 23 - THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Mechanically attached thermoplastic polyolefin (TPO) roofing membrane.

B. Insulation, tapered.

C. Vapor retarder.

D. Deck sheathing.

E. Flashings.

F. Roofing cant strips, stack boots, roofing expansion joints and walkway pads.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.

D. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets.

E. Section 22 10 06 - Plumbing Piping Specialties: Roof drains.

1.03 REFERENCE STANDARDS

A. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing 2017.

B. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces 2011.

C. NRCA (RM) - The NRCA Roofing Manual 2018.

D. NRCA (WM) - The NRCA Waterproofing Manual 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

1. Product Data: Provide manufacturer's written information listed below.

a. Product data indicating membrane materials, flashing materials, insulation, vapor retarder, surfacing and fasteners.

b. Preparation instructions and recommendations.

c. Storage and handling requirements.

2. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials and paver layout.

3. Samples for Verification: Submit one samples 12 by 12 inches in size illustrating insulation and colored coating.
4. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
5. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application and supplementary instructions given.
6. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
7. Specimen Warranty: For approval.

1.06 **QUALITY ASSURANCE**

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section:

1. With minimum five (5) years documented experience.
2. Approved by membrane manufacturer.
3. Extend manufacturer's labor and materials guarantee.

1.07 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.

B. Protect products in weather protected environment, clear of ground and moisture.

C. Protect foam insulation from direct exposure to sunlight.

D. Provide Safety Data Sheets (SDS) at the project site at all times during transportation, storage, and installation of materials.

1. Comply with requirements from Owner to prevent overloading or disturbance of the structure when loading materials onto the roof.

1.08 **FIELD CONDITIONS**

A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions.

1. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
2. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
3. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
4. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.
5. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

1.09 **WARRANTY**

A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

B. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within 20 years after installation.

1. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
    a. Warranty Term: 20 years.
    b. For repair and replacement include costs of both material and labor in warranty.
    c. Include accidental punctures according to the manufacturer's standard warranty terms.
    d. Include hail damage according to the manufacturer's standard warranty terms.

PART 2 – PRODUCTS

2.01 MANUFACTURER

A. Carlisle SynTec: www.carlisle-syntec.com

B. Substitutions: See Section 01 25 00 – Substitution Procedures

2.02 ROOFING APPLICATIONS

A. TPO Membrane Roofing: One ply membrane, mechanically fastened, over insulation.

B. Roofing Assembly Performance Requirements and Design Criteria:

1. Solar Reflectance Index (SRI): Minimum of 64 based on three-year aged value; if three-year aged data is not available, minimum of 82 initial value.
    a. Calculate SRI in accordance with ASTM E1980.
    b. Field applied coating may not be used to achieve specified SRI.
2. Wind Uplift:
    a. Designed to withstand wind uplift forces calculated with ASCE 7.
    b. Design Wind Speed: In accordance with local building code and authorities having jurisdiction (AHJ).
3. Drainage: No standing water within 48 hours after precipitation.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

A. Single Source Responsibility: Provide and install products from single source.

B. Membrane:

1. Material: Thermoplastic Polyolefin (TPO) complying with ASTM D6878/D6878M.
2. Reinforcing: Internal fabric.
3. Thickness: 60 mils (0.060 inch), minimum.
4. Sheet Width: Factory fabricated into largest sheets possible.
5. Color: White.
6. Product: Basis of Design
    a. Carlisle Sure-Weld TPO

C. Seaming Materials: As recommended by membrane manufacturer.

D. Membrane Fasteners: As recommended and approved by membrane manufacturer.

1. HP-X Fastener: #15 threaded fastener with #3 Phillips drive. Use with Carlisle Piranha Fastening Plate for mechanically fastened membrane systems on steel or plywood decks.
2. Piranha Plate 3 inch diameter, barbed metal fastening plate. Use with Carlisle HP-X, CD-10 or HD 14-10 Fasteners to secure membrane or insulation in mechanically fastened membrane systems.

E. Vapor Retarder: Material approved by roof manufacturer complying with requirements of fire rating classification; compatible with roofing and insulation materials.
1. Fire-retardant adhesive.

F. Flexible Flashing Material: Same material as membrane.

G. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

2.04 **DECK SHEATHING AND COVER BOARDS**

A. Deck Sheathing and Cover Board: Glass mat faced gypsum panels, ASTM C1177/C1177M, fire resistant type, 5/8 inch thick.
1. Product: GP Dens-Deck Prime, distributed by Carlisle.

2.05 **INSULATION**

A. Expanded Polystyrene (EPS) Board Insulation: Closed cell, rigid insulation from expanded polystyrene (EPS); complies with ASTM C578, Type I, Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
1. Product: StarRfoam I, Carlisle InsulFoam by R-Tech, or equal.
2. Thickness: 1/4-inch (13 mm) to 48-inch (1219 mm); tapered insulation to provide required slopes.
3. Size: 4’ x 8’ or 4’ x 4’ panels/sheets.
4. Attachment: Per manufacturer’s requirement.

2.06 **ACCESSORIES**

A. Prefabricated Flashing Accessories:
1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
a. Carlisle Sure-Weld TPO Inside Corners; 60 mils (0.060 inch) thick.
b. Carlisle Sure-Weld TPO Outside Corners; 60 mils (0.060 inch) thick.
c. Carlisle Sure-Weld TPO T-Joint Covers; 60 mils (0.060 inch) thick, 4-1/2 inch diameter.
d. Carlisle TPO Curb Wrap Corners; 45 mils (0.045 inch) thick, 6 inch wide flange and 12 inch overall height.
2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
a. Carlisle Sure-Weld TPO Molded Pipe Flashings; for pipes 1 inch to 6 inches in diameter.
3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
a. Carlisle Sure-Weld TPO Molded Sealant Pockets: Two piece, interlocking, flexible pockets with rigid polypropylene vertical wall and preformed deck flanges. 6 inches wide and adjustable from 7-1/2 inches to 12 inches long.

4. Pressure Sensitive Cover Strips: 6 inch wide, 45 mils (0.045 inch) thick, non-reinforced TPO membrane laminated to 35 mils (0.035 inch) thick cured synthetic rubber with pressure sensitive adhesive.
5. TPO Pressure Sensitive RUSS:
6. Miscellaneous Flashing: Non-reinforced TPO membrane; 80 mils (0.080 inch) thick, in manufacturer's standard lengths and widths.

B. Insulation Adhesive: Two component polyurethane, expanding foam .
   a. Carlisle FAST per manufacturer directions

C. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.

D. Membrane Adhesive: As recommended by membrane manufacturer.
   1. Carlisle Sure-Weld Bonding Adhesive.

E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.

F. Sealants: As recommended by membrane manufacturer.
   1. Sure-Weld Cut Edge Sealant.

G. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.

H. Edgings and Terminations: Manufacturer's standard edge and termination accessories.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that surfaces and site conditions are ready to receive work.

B. Verify deck is supported and secure.

C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.

D. Verify deck surfaces are dry and free of snow or ice.

E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 **PREPARATION, GENERAL**

A. Clean substrate thoroughly prior to roof application.

B. Do not begin work until other work that requires foot or equipment traffic on roof is complete.

C. Apply manufacturer's recommended vapor retarder or temporary roof before roof installation.

3.03 **WOOD DECK PREPARATION**

A. Verify flatness and tightness of joints of wood decking. Verify that all wood decking edges are fully supported. Fill knot holes with latex filler or completely cover with securely nailed sheet metal.

B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.04 **INSTALLATION - GENERAL**

A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

B. Do not apply roofing membrane during unsuitable weather.

C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

F. Coordinate the work with installation of associated counterflashings installed by other sections as the work of this section proceeds.

G. When substrate preparation is responsibility of another installer, notify Architect of unsatisfactory conditions before proceeding.

3.05 INSULATION APPLICATION

A. Apply vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.

1. Extend vapor retarder under cant strips and blocking to deck edge.
2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.

B. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.

C. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

D. Do not apply more insulation than can be completely waterproofed in the same day.

3.06 MEMBRANE APPLICATION

A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

B. Shingle joints on sloped substrate in direction of drainage.

C. Seam Welding:

1. Seam Welding: Overlap edges and ends and seal seams by heat welding, minimum 2 inches.
2. Cover seams with manufacturer's recommended joint covers.
3. Probe seams once welds have thoroughly cooled. (Approximately 30 minutes.)
4. Repair deficient seams within the same day.
5. Seal cut edges of reinforced membrane after seam probe is complete.

D. At intersections with vertical surfaces:

1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
2. Fully adhere flexible flashing over membrane and up to nailing strips.

E. Coordinate installation of roof drains and sumps and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.

F. Daily Seal: Install daily seal per manufacturer’s instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

3.07 **FIELD QUALITY CONTROL**

A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control and inspection.

B. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.08 **CLEANING**

A. Remove wrappings, empty containers, paper, and other debris from the roof daily. Dispose of debris in compliance with local, State, and Federal regulations.

B. Remove bituminous markings from finished surfaces.

C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

D. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 **PROTECTION**

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Fabricated sheet metal items, including flashings, and counterflashings.

B. Sealants for joints within sheet metal fabrications.

C. Precast concrete splash pads.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Wood nailers for sheet metal work.

D. Section 07 32 00 - Clay Roof Tiles: Non-metallic flashings associated with clay roofing tiles.

E. Section 07 72 00 - Roof Accessories: Manufactured metal roof curbs.

F. Section 07 92 00 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03 REFERENCE STANDARDS

A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2017a.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2018.

C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.

D. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.

1.05 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

C. Samples: Submit two samples 4 by 6 inch in size illustrating metal finish color.

1.06 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

B. Maintain one copy of each document on site.

C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.07 **DELIVERY, STORAGE, AND HANDLING**

A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent contact with materials that could cause discoloration or staining.

PART 2 – PRODUCTS

2.01 **SHEET MATERIALS**

A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) thick base metal.

B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch thick base metal, shop pre-coated with PVDF coating.

1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

2.02 **FABRICATION**

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.

B. Form pieces in longest possible lengths.

C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.

F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 **ACCESSORIES**

A. Fasteners: Galvanized steel, with soft neoprene washers.

B. Primer: Zinc chromate type.

C. Concealed Sealants: Non-curing butyl sealant.

D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.

E. Plastic Cement: ASTM D4586/D4586M, Type I.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 **PREPARATION**

A. Install starter and edge strips, and cleats before starting installation.

B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.

C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 **INSTALLATION**

A. Comply with drawing details.

B. Secure flashings in place using concealed fasteners.

C. Apply plastic cement compound between metal flashings and felt flashings.

D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

E. Seal metal joints watertight.

F. Solder metal joints for full metal surface contact, and after soldering wash metal clean with neutralizing solution and rinse with water.

G. Secure gutters and downspouts in place with concealed fasteners.

H. Slope gutters 1/4 inch per 10 feet, minimum.

I. Connect downspouts to downspout boots, and grout connection watertight.

3.04 **FIELD QUALITY CONTROL**

A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 07 70 00 - GUTTERS AND DOWNSPOUTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel gutters and downspouts.

1.02 RELATED REQUIREMENTS

A. Section 07 62 00 - Sheet Metal Flashing and Trim

1.03 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2018.

B. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on prefabricated components.

C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

D. Samples: Submit two samples, 18" inch long illustrating component design, finish, color, and configuration.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.

B. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Gutters and Downspouts:

1. Ornametals - EuroGutterUSA. www.ornametals.com email: info@ornametals.com ph. 256.255.0190 .
    a. Basis of Design: Ornametals, Natural Zinc by VMZinc.
        1) 6" half-round gutter (#NZ0333)
        2) 4" round downspout (#NZD100)
        3) Associated accessories, including but not limited to; drop inlets, elbows, gutter corners, end caps, expansion elements, and hangers.
2. Substitutions: See Section 01 25 00 – Substitution Procedures.

2.02 FABRICATION

A. Form gutters and downspouts of profiles and size indicated.

B. Fabricate with required connection pieces.

C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.

D. Hem exposed edges of metal.

E. Fabricate gutter and downspout accessories; seal watertight.

2.03 **DOWNSPOUT BOOTS**

A. Provide 6” tall PVC boot at each downspout as required. Paint TBD.

PART 3 – EXECUTION

3.01 **INSTALLATION**

A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.

B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.

C. Slope gutters .025 inches inch per foot , minimum.

D. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.

E. Connect downspouts to downspout boots at 8" inches above grade. Grout connection watertight.

F. Connect downspouts to storm sewer system. Seal connection watertight.

END OF SECTION

SECTION 07 92 00 - JOINT SEALANTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Non-sag gunnable joint sealants.

B. Self-leveling pourable joint sealants.

C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 08 71 00 - Door Hardware: Setting exterior door thresholds in sealant.

D. Section 08 80 00 - Glazing: Glazing sealants and accessories.

E. Section 09 30 00 - Porcelain Ceramic Tile: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

F. Section 23 31 00 - HVAC Ducts and Casings: Duct sealants.

1.03 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015.

B. ASTM C834 - Standard Specification for Latex Sealants 2017.

C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2012 (Reapproved 2017).

D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.

E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems 2016.

F. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.

G. SCAQMD 1168 - Adhesive and Sealant Applications 1989 (Amended 2017).

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.

1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.

2. List of backing materials approved for use with the specific product.

3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.

4. Substrates the product should not be used on.

5. Substrates for which use of primer is required.

6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
7. Sample product warranty.
8. Certification by manufacturer indicating that product complies with specification requirements.

C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.05 **QUALITY ASSURANCE**

A. Maintain one copy of each referenced document covering installation requirements on site.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.

D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.

1. Adhesion Testing: In accordance with ASTM C794.
2. Compatibility Testing: In accordance with ASTM C1087.
3. Allow sufficient time for testing to avoid delaying the work.
4. Deliver to manufacturer sufficient samples for testing.
5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.06 **WARRANTY**

A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

B. Correct defective work within a five-year period after Date of Substantial Completion.

C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.

1. Dow Chemical Company; https://www.dow.com/en-us/product-technology/pt-adhesives-sealants.html.
2. Pecora; https://www.pecora.com/latex-construction-sealants/

3. W.R. Meadows, Inc; www.wrmeadows.com/#sle.
4. Or equal.

2.02 **JOINT SEALANT APPLICATIONS**

A. Scope:

1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
   a. Joints between door, window, and other frames and adjacent construction.
   b. Joints between different exposed materials.
   c. Openings below ledge angles in masonry.
   d. Other joints indicated below.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
   a. Joints between door, window, and other frames and adjacent construction.
   b. In wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
   c. Other joints indicated below.
3. Do not seal the following types of joints.
   a. Intentional weepholes in masonry.
   b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
   c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
   d. Joints where installation of sealant is specified in another section.

B. Type A - Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.

C. Type B - Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

D. Type C - Interior Wet Areas: Bathrooms, including plumbing fixtures, countertops, cabinets and other similar items.

2.03 **NONSAG JOINT SEALANTS**

A. Type A – Non-Staining Silicone Sealant: One-part sealant, ASTM C920 Type S, Grade NS, Uses NT, G, A and O; not expected to withstand continuous water immersion or traffic.

1. Basis of Design: Dow Corning®, DOWSIL™ “795” or “790” Silicone Building Sealant
2. Movement Capability: +/-25%, minimum.
3. Non-Staining to Porous Stone/Concrete: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
4. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
5. Color: To be determined in field (provide options to most closely match historic painted stucco).

B. Type B – Paintable Latex Sealant: Elastomeric sealant, ASTM C834.

1. Basis of Design: Pecora “AC-20”
2. Movement Capability: 7-1/2% in extension; 7-12?% in compression (15%).
3. Joint design: Follow manufacturer’s recommendation on joint width.
4. Color: White; paintable.

C. Type C – Mildew-Resistant Silicone Sealant: One-part sealant, ASTM G21 (class 0 anti-mildew)

1. Basis of Design: Dow Corning®, DOWSIL™ “F4 High Performance Kitchen and Bathroom Mould Resistant Sealant”
2. Color: White.

2.04 **ACCESSORIES**

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

C. Verify that backer rods are of the correct size.

D. Refer to individual manufacturer recommendations for additional requirements.

3.02 **PREPARATION**

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

3.03 **INSTALLATION**

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Perform installation in accordance with ASTM C1193.

C. Perform acoustical sealant application work in accordance with ASTM C919.

D. Install bond breaker backing tape where backer rod cannot be used.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range or will be outside that range during the entire curing period, unless manufacturer's approval is obtained, and instructions are followed.

G. Non-sag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 **FIELD QUALITY CONTROL**

A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 **POST-OCCUPANCY**

A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

SECTION 08 01 52 - HISTORIC WOOD WINDOW REPAIR

PART 1 – GENERAL

1.01 SUMMARY

A. Historic windows: Existing materials shall be reused whenever possible in the repair of historic wood windows. This includes all wood elements and original hardware. Replacement of window elements with new material shall be done only when historic elements are so deteriorated as to prohibit their useful function.

B. Restoration of existing wood window units, including selective dismantling; stripping of existing paint: repair or replacement of deteriorated wood components; fabrication of new components (including complete window sash and frames) to replace missing or severely deteriorated window components; repainting wood surfaces; installing new glass; and reinstalling wood window sash, rebalancing and adjusting operation as needed. Salvage all existing counterweights, pulleys, hinges, and other hardware necessary to enable installation, and provide replica hardware as needed.

C. Related Sections include the following:

1. Section 07 92 00 - Joint Sealants
2. Section 08 80 00 - Glass and Glazing

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 01 10 00 - Summary

D. Section 01 30 00 - Submittal Requirements

E. Section 07 92 00 – Joint Sealants

F. Section 09 91 00 – Exterior Painting

1.03 REFERENCE STANDARDS

A. The Secretary of the Interior's Treatment for Historic Properties

B. U.S. Department of the Interior Preservation Briefs 9: *The Repair of Historic Wooden Windows.*

C. American Architectural Manufacturers Association (AAMA)

1. 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.

D. Code of Federal Regulations: 29 CFR 1910.1000-1500, Subpart Z, "Toxic and Hazardous Substances"

E. Glazing Publications: Comply with published recommendation of glass manufacturers and GANA's Glazing Manual unless more stringent requirements are indicated.

F. Architectural Woodwork Institute: Comply with applicable requirements in AWI's Architectural Woodwork Standards for construction, finishes, grades of wood windows, and other requirements.

1.04 **EXISTING WINDOW SYSTEM DESCRIPTIONS**

A. Hazardous Materials: Previous studies have identified some locations of existing lead-based paint, asbestos-containing materials (ACM), and other potentially hazardous materials. The intent of the Project is to remove all hazardous materials from the site and to dispose of the materials property.

B. Window System Component Descriptions: Window component terminology shall be as identified in Preservation Briefs 9: *The Repair of Historic Wooden Windows.*

C. Typical wood window systems for historic treatment work are double-hung window units, with operable lower unit, with fixed transom. Various other window types exist in project. See Design Drawings for clarification.

1.05 **SUBMITTALS**

A. Product data: Manufacturer's product literature, technical data, and MSDA for each product indicated. Include product description, application procedures, precautions, limitations in use of products, and test reports and certifications substantiating that products comply with requirements.

B. Work Plan: Submit a written plan describing the sequence, means, materials, and methods for wood window restoration. For each phase of repair treatment process, including protection of surrounding materials on the building and Project site during operations. Describe in detail the materials, methods, equipment, and sequence of operations to be used for each phase of repair treatment work.

C. Shop Drawings:

1. Blade Profiles: Show full-scale profiles for new custom-milled replacement members as required, including frame parts, sash parts, stops, metal weatherstripping, exterior trim parts, and interior trim parts.

2. Replacement Members: Show fabrication and installation of replacement wood window members. Indicate materials profiles of each replacement member, joinery, finish, and method of splicing or attaching to existing wood window.

3. Replica Windows: For new windows to replace damaged window units, show assembly of window units. Indicate materials, profiles, and joinery, based on other similar windows in the building.

4. Glazing details.

D. Samples for Verification:

1. For each type of wood window replacement component required, prepared on Samples of size indicated below.

a. Custom-Milled Replacement Members: 12 inches (300mm) long for each replacement member; including frame parts, sash parts, stops, exterior trim parts, and interior trim parts.

1) Original existing elements shall serve as the models for new replacement members. Provide samples of replacement wood window member matching the original member profiles and dimensions.

b. Repaired and Refinished Wood Window Member: Prepare samples using existing wood window members removed from site, repaired, and refinished as specified.

2. For each type of paint system and each color and gloss of topcoat indicated.

a. Submit samples on rigid backing, 8 inches (200mm) x 8 inches.

b. Step coats on samples to show each coat required for system.

c. Label each coat of each sample.

3. Label each sample for location and application area.

4. Metal weatherstripping.

5. Glazing points.

6. All fasteners and intended use.

1.06 **QUALITY ASSURANCE**

A. A firm or individual experienced in historic treatment and repair of windows similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Contractor must have a minimum of five (5) years experience in construction and supervision of architectural wood repair work. Contractor shall be required to demonstrate this experience with names, dates, and locations of similar projects. All repair and restoration work related to the window repair scope must be performed locally. Manufacturing of any replacement sash or storm windows may be performed elsewhere, Domestically.

B. Master Painters Institute (MPI) Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List".

2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

C. Mockups: Prepare existing windows to serve as mockups to demonstrate treatment methods and procedures for aesthetic effects and qualities of materials and execution Use materials and methods proposed for completed Work and prepare mockups under same weather conditions to be expected during remainder of Work.

1. Class B Wood Window Repair: Prepare one window unit to serve as a mockup to demonstrate sample repair of wood window members including frame, sash, glazing, hardware if present, and paint coatings.

2. Class C Wood Window Repair: Prepare one window unit to serve as a mockup to demonstrate sample repair of wood window members including frame, sash, glazing, hardware if present, and paint coatings.

3. Wood Window Fabrication (Class A Repair): If any windows are selected to be replaced, or during construction determined to be damaged beyond repair; prepare one entire window unit to serve as a mockup demonstrating the construction and assembly of a new wood window unit replacing a missing original wood window unit in an existing masonry opening. Coordinate schedule for installation of new framing members into masonry substrate to allow for observation by the Owner & Architect.

4. Sample windows to be repaired as mockups will be selected by the Owner and/or Architect and shall include representative existing distress conditions.

5. Approved mockups shall become part of the completed Work if undisturbed at time of Substantial Completion.

6. Mock-up testing: Field testing of the new window sash complete with all components and perimeter sealant shall be performed at the mock-up location The testing is to be performed by a testing

laboratory acceptable to the Owner. Then cost of the mockups and the testing of the mockups shall be borne by the Contractor. Mockup testing may be witnessed by the Owner or designee and scheduled accordingly.

a. Verify water tightness of restored window unit by testing joinery, glazing, and sash and frame perimeters using handheld nozzle in accordance with AAMA 501.2. Adjust installation as needed to prevent water leakage. Pressure shall be modified to be set at 20psi.

1.07 **JOB CONDITIONS**

A. Verify window openings by field measurements before fabrication of replacement windows, if required.

B. Protection:

1. Work during inclement weather may be performed only if "adequate protection" from the elements is provided such that the building interior and its contents are not exposed to the elements. "Adequate protection" is defined as protection which renders the building and the work watertight and secure against intrusion of the elements.

2. Protect surrounding interior and exterior surfaces and finishes from damage during the execution of window repair.

3. In areas where coating systems are to be applied, protect all building features, sidewalk paving, and landscaping from drippage or other effects of coatings.

4. Protect unfinished work at the end of each day's work activities.

C. All work shall be performed in accordance with NFPA 30: Flammable and Combustible Liquids Code and OSHA 39 CFR, Part 1910. Adhere to the manufacturer's instructions for safe applications of all cleaning, sealing, resurfacing and stripping materials.

D. Adequate ventilation must be provided in each area that solvents, cleaners, strippers and varnishes are used, so that accumulation of volatile vapors is below flammable and/or explosive range.

E. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees Fahrenheit. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees Fahrenheit above the dew point; or to damp or wet, or to partially cured surfaces.

1.08 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver materials to the job site in manufacturer's original and unopened containers and packaging bearing labels as type of material, brand name and manufacturer. Employ specialized storage containers when directed by manufacturer. Delivered materials shall be identical to tested and approved materials.

B. Unload all materials with care and handling to avoid any damage or contamination of the materials.

C. Store all materials covered and protected from the weather in strict compliance with the manufacturer's recommendations. The location for storage shall be approved by owner.

D. Store materials off the ground in clean, dry and restricted locations; protect from accidental opening and damage. Remove materials which are damaged or otherwise not suitable for use from the job site.

E. Store coating materials, thinners, solvents, and elements in tightly closed containers in a covered, well ventilated area where they will be protected from exposure to direct sunlight, heat, sparks, flames, weather, or temperatures below 45 degrees F or above 100 degrees F, and in accordance with the manufacturer's directions and in an area approved by the Owner.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily. Do not allow rags and waste to accumulate. Provide adequate ventilation in locations where used rags and waste are temporarily located.

F. All coating products stored and used on the site shall be clearly labeled with proper warning to prevent any accidental use of the products by unauthorized persons.

G. Protect adjacent and underlying surfaces from damage.

H. Follow manufacturer's label precautions.

PART 2 – PRODUCTS

2.01 REPLACEMENT WOOD MATERIALS

A. Wood: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.5mm) deep by 2 inches (50mm) wide.

B. Selective Replacement of Individual Sash and Frame Components: To match the existing window species and acceptable to the Owner.

C. Fabrication of New Replica Wood Window Frames and/or Sash to Replace Missing or Heavily Deteriorated Window Units; Use like in-kind species.

2.02 WOOD PATCHING MATERIALS

A. Wood Consolidant: Ready-to-use product designed for hardening and sealing soft fibers of wood materials that have deteriorated due weathering and exposure and designed specifically to enhance the bond of wood patching compound to existing wood.

1. Products:
    a. Abatron, Inc.; Liquidwood.
    b. Advanced Repair Technology; Primatrate.
    c. Gougeon Brothers, Inc.; West System.

B. Wood Epoxy Repair: 2-part epoxy-resin wood compound with a 10- to 15-minute cure at 70 deg F, in knife grade formulation and recommended by manufacturer for type of wood repair indicated. Compound shall be designed for filling damaged wood materials that have deteriorated due to weathering and exposure. Compound shall be capable of filling deep holes and capable of spreading to feather edge.

1. Products:
    a. Abatron, Inc.; Liquidwood with WoodEpox.
    b. Advanced Repair Technology; Primatrate with Flex-Tec HV.
    c. Gougeon Brothers, Inc.; West System.

2.03 GLAZING MATERIALS

A. Glass: glass for wood windows is specified in Section 08 80 00

B. Glazing Putty: Oil-based, non-staining and non-bleeding:

1. Wonder Putty, manufactured by Atlans Putty Products Tinley Park, Illinois.

2. DAP 33 Glazing, manufactured by DAP Inc., Baltimore, Maryland.
3. Equal approved by Architect.

C. Glazing Points: Type 304 stainless steel. Diamond point, to match existing dimensions.

2.04 WINDOW HARDWARE

A. Weatherstripping (to replace damaged or missing existing weatherstripping):

1. Meeting rain: Spring brass weather stripping, 1 1/8 in by 0.008 in (28mm by 0.2mm), with hemmed edges and matching brass nails.
2. Jamb, sill, and head: Channel groove brass weather stripping, width to match thickness of sash by 0.008 inch (0.2mm), with hemmed edges and matching brass nails.
3. Available Manufacturers:
   a. Dorbin Metal Strip Mfg. Co., Inc.
   b. Pemko Manufacturing Co., Inc.
   c. Reese Enterprises, Inc.
   d. Zero International, Inc.

B. Repair and Refinish Existing Hardware: Remove window hardware and repair and refinish to match original approved samples.

1. Salvage and reuse existing pulleys, counterweights, and hinges. Provide complete sets of window installation hardware for each window unit.
2. Salvage and reuse existing sash lifts, locks, latches, and handles.

C. Replacement Window Hardware: Replace existing damaged or missing window hardware with new hardware to match existing:

1. Material: Consult with Architect
2. Design: Provide manufacturer's standard hardware to replicate existing hardware and compatible with existing wood window components.
3. Weight and Pulley Type: Concealed weight and pulley balance system including rolled sash stationary at any open position.
4. Window Hardware Finishes: Consult with Architect.

2.05 SEALANTS

A. Sealant and bond breaker: Complying with Section 07 92 00 – “Joint Sealants”

2.06 COATING FOR WOOD

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system sand on substrate indicated.

B. Paint Coating:

1. See finish schedule on design drawings.

2.07 **PAINT REMOVER**

A. Paint stripper: chemical stripper intended to remove paint, free of methylene chloride.

1. Peel-Away 7, manufactured by Dumond Chemicals, New York, New York, or equal approved by the Architect.

2. Heat may not be used to remove paint from wood elements.

B. Sandpaper of various grades to remove paint remnant following application of chemical stripper. Take appropriate protective measures to mitigate negative impacts of dust.

C. Plastic scrubber for removing paint and stripper residue from metal items: 3M Scotch-Brite pads or approved equal.

D. Trisodium Phosphate-type detergent solution.

E. Carbide Blade Scraper.

2.08 **MISCELLANEOUS MATERIALS**

A. Cleaning Materials: Solution prepared by mixing 2 cups of Tetrasodium Polyphosphate (TSP), 1/2 cup of laundry detergent, 5 quarts of 5 percent sodium hypochlorite bleach, and 15 quarts of warm water for each 5 gallons of solutions required.

B. Fasteners: Provide fasteners compatible with window members, trim, hardware, anchors and other components.

1. Exposed Fasteners: If exposed fasteners are used, match head style of existing fasteners.

2. Anchors, Clips, and Accessories: Fabricate anchors, clips, concealed window structural attachments, and all accessories in contact with masonry of Type 304 stainless steel complying with requirements in ASTM B 633 for SC 3 (Severe) service condition.

C. Fluted Wood Dowels: Hardwood, 3/8 inch diameter.

D. Adhesive: Polyurethane based wood adhesive with a 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable formulation and recommended by adhesive manufacturer for exterior wood repair.

PART 3 – EXECUTION

3.01 **GENERAL**

A. Historic windows: Existing materials shall be reused whenever possible in the repair of historic wood windows. This includes all wood elements, hardware and glass that are determined to be of historic significance. Replacement of window elements with new material shall be done only when historic elements are so deteriorated as to prohibit their useful function.

B. Do not perform any work when the ambient air temperature is less than or is expected to be less than 40 degrees Fahrenheit.

C. Review and designate a Class A,B, or C Repair for each of the window locations included in the Project.

3.02 **CLASS A REPAIR: REPLACE SASH**

A. Remove existing sashes, interior stops, and parting stops from the frames. Salvage counterweights and pulleys where present: discard existing rope cords. Salvage existing latches, lifts, handles, and all other hardware. Existing frame to remain in place at all locations. Care should be exercised not to damage the frame, sash, or adjacent building elements. If required for protection of the building interior during the work of other trades, install temporary window enclosures. After removal, sash shall be salvaged and provided to Owner.

B. Verify window openings by field measurements before fabrication of replacement window components.

C. Remove and discard all storm windows, security screens, insect screens, etc.

D. Fabricate new wood window sash matching the dimensions and configuration of original windows and in accordance with approved Shop Drawings. Apply paint coatings and install glazing in new wood window sash.

E. Rout new wood sash as needed to accommodate new or existing weatherstripping.

F. Remove and discard existing joint sealants at window perimeters and joinery, including at the joint between wood window framing and adjacent masonry. Existing sealant may contain hazardous components. Perform testing of existing sealant and comply with all requirements relating to containment and proper disposal of hazardous components.

G. Remove all existing paints and coatings from all existing wood surfaces including frame, sill, and brick mold. Existing coatings may contain lead or other hazardous components. Perform testing of existing coatings and comply with all requirements relating to containment and proper disposal of hazardous components.

H. Inspect wood surfaces of remaining frame and sill for rot, insect damage, warping, or other deficiencies. Perform epoxy repairs as required. Dismantle frame if required.

I. Restore existing hardware. Hardware includes but not limited to: pulleys, locks, and handles. Remove existing paints or coatings. Clean corrosion from metal surfaces. Coat brass elements with lacquer. Coat iron or steel elements with paint. Lubricate moving parts.

J. Apply specified primer to all wood surfaces and allow to cure fully.

K. Apply specified intermediate paint coating to new window sash and allow to cure fully.

L. Replace weatherstripping if cracked, split, or missing. Install newly fabricated window sash, using original hardware where available. Hang sash on new brass chain and reusing original counterweights where present. Adjust stops to ensure a tight fit and smooth operation.

M. With window fully closed, apply specified finish paint coating to all wood surfaces and allow to cure fully.

N. Reinstall other new or salvaged hardware.

O. Install new sealant at all exterior joints between wood window framing and adjacent masonry.

3.03 **CLASS B REPAIR - PREPARATION AND SEQUENCE: RESTORE SASH**

A. Prior to proceeding with removal of window sash, develop an identification system to mark each frame, sash, fastener, and hardware component for exact location on the building to enable proper reinstallation.

1. Corresponding identification shall be made on building elevation drawings and copies shall be provided to the Owner and Architect

B. Remove and salvage existing sashes, interior stops, and parting stops from the frames. Salvage counterweights and pulleys where present; discard existing rope cords. Existing frame to remain in place at all locations. Care should be exercised not to damage the frame, sash, or adjacent building elements. Install temporary window enclosures for protection of building interior during the work. After removal, the sash shall be stored in a dry location, above ground and with proper protection for weather and to prevent damage.

C. Remove and discard all storm windows, security screens, insect screens, etc. Salvage and retain window air conditioners and associated support brackets.

D. Remove and discard existing joint sealants at window perimeters and joinery, including at the joint between wood window framing and adjacent masonry. Existing sealant may contain hazardous components. Perform testing of existing sealant and comply with all requirements relating to containment and proper disposal of hazardous components.

E. Remove and discard existing putty, paints, and coatings from all glass and wood surfaces including glazing, sash, stops, frame, sill, brick mold, and interior stool and trim. Existing glazing putty and coatings may contain asbestos, lead or other hazardous components. Perform testing of glazing putty and existing coatings and comply with all requirements relating to containment and proper disposal of hazardous components.

F. inspect wood surfaces of sash, frame, and sill for rot, insect damage, warping, or other deficiencies. Perform epoxy repairs as required. Dismantle sash or frame as required.

G. Restore existing hardware. Hardware includes but not limited to: pulleys, locks, and handles. Remove existing paints or coatings. Clean corrosion from metal surfaces. Coat brass elements with lacquer. Coat iron or steel elements with paint. Lubricate moving parts.

H. Apply specified primer to all wood surfaces and allow to cure fully.

I. Re-glaze window sash reusing original glass, or broken glazing with specified glass, glazing points, and putty.

J. Apply specified intermediate paint coating and allow to cure fully.

K. Replace weatherstripping if cracked, split, or missing. Reinstall window sash, using original hardware where available. Hang sash on new brass chain and reusing original counterweights where present. Adjust stops to ensure a tight fit and smooth operation.

L. With window fully closed, apply specified finish paint coating to all wood surfaces and allow to cure fully.

M. Reinstall other new or salvaged hardware.

N. Install new sealant at all exterior joints between wood window framing and adjacent masonry.

3.04 **CLASS C REPAIR PREPARATION AND SEQUENCE: MAINTENANCE REPAIRS**

A. All maintenance repairs will be performed solely on exterior surfaces.

B. Remove and discard all storm windows, security screens, insect screens, etc.

C. Remove and discard existing joint sealants at window perimeters and joinery, including at the joint between wood window framing and adjacent masonry. Existing sealant may contain hazardous components. Perform testing of existing sealant and comply with all requirements relating to containment and proper disposal of hazardous components.

D. Remove all existing paints and coatings from all exterior wood surfaces including sash, stops, frame, sill, and brick mold. Paint stripper should only be used on sill and exterior frame elements. At sash, scrape exposed surfaces to removed loose or poorly bonded existing coatings. Existing coatings may contain lead or other hazardous components.

E. Inspect wood surfaces of sash, frame, and sill for rot, insect damage, warping, or other deficiencies. Perform epoxy repairs to sill as needed. If other wood components require repair, notify Architect.

F. Where one or more sash cords for lower sash are broken, replace both lower sash cords with specified brass chain.

G. Apply specified primer to all exterior wood surfaces and allow to cure fully.

H. Where glass is observed to be cracked, re-glaze individual pane with specified glass, glazing points, and putty.

I. With window fully closed, apply specified finish paint coating to all exterior wood surfaces and allow to cure fully.

J. Install new sealant at all exterior joints between wood window framing and adjacent masonry.

3.05 **WOOD REPAIRS TO WINDOWS**

A. Examination and Evaluation

1. Verify actual extent of deteriorated wood at each location. ensure that all decayed matter and rot-affected wood is removed to a sound wood surface prior to repair.

2. If depth of deterioration is greater than half the thickness of the member, then replace the entire member.

3. If deterioration greater than 3/8 inch (10mm) deep occupies more than 50 percent of the surface area, then replace the entire sash.

4. If deterioration is greater than 1/8 inch (2mm) deep, and occupies less than 50 percent of the surface, then install an epoxy repair. Notify Architect if there is widespread deterioration greater than 3/8 inch (10mm) deep that occupies less than 50 percent of the surface.

5. If deterioration is less than 1/8 inch (2mm) deep, no repair is necessary.

B. Wood Replacement

1. Carefully remove fasteners at deteriorated member.

2. Remove deteriorated member, taking care not to damage adjacent members or components.

3. Remove adhesive residue and fasteners from adjacent members.

4. Fabricate new members to match existing size, thickness, shape, and length.

5. Replacement members shall be set square. Profiles and exterior surfaces shall be flush with adjacent surfaces.

C. Epoxy Repair

1. General: epoxy wood repair materials shall be applied in accordance with manufacturer's written instructions. Health and safety instructions shall be followed in accordance with the manufacturer's instructions. The source or cause of wood decay shall be identified and corrected prior to application of patching materials. Wet wood shall be completely dried to a moisture content of 8 to 12 percent to

it's full depth before patching. wood that is to be patched shall be clean of dust, grease, and loose paint. Clean mixing equipment shall be used to avoid contamination. Mix and proportions shall be as directed by the manufacturer. Batches shall be only large enough to complete the specific job intended. Patching materials shall be completely cured before painting or reinstallation of patched pieces.

2. Epoxy liquid consolidate shall be used to penetrate and impregnate deteriorated wood sections to reinforce wood fibers that have become softened or absorbent.

3. Epoxy paste shall be used to fill areas where portions of wood are missing such as holes, cracks, gaps, gouges, and other voids greater than 1/4inch. Areas to receive epoxy material shall be primed with compatible epoxy liquid wood consolidate or a primer recommended by the manufacturer.

3.06 **COATING PREPARATION**

A. Existing paints and clear coatings shall be removed to bare wood. Areas where paint was removed shall be prepared by approved method. All parts shall be cleaned by brush using detergent solution, and let dry.

B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

C. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

D. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.

E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

F. Sand surfaces that will be exposed to view, and dust off.

G. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.07 **COATING APPLICATION**

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint system indicated.

1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.

B. Prime edges, ends, faces undersides, and backsides of wood.

C. After priming, fill minor holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

D. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Thin undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

E. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

F. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. "Cut in" sharp lines and color breaks.

3.08 **GLAZING**

A. Bed new or re-used glass lights in glazing putty in restored, rimed wood window sash. Glass is specified in Section 08 80 10.

B. Install new stainless steel glazing points at locations and in sufficient quantity to ensure appropriate support. Care should be taken to ensure that the glass is adequately supported by the glazing points.

C. Install new glazing putty in profile and depth to match existing. Care should be taken to develop a proper profile (concave) to shed water. Maintain original sightlines of wood sash. Putty installation should create bond between putty and window frame. Allow putty to properly cure prior to coating.

3.09 **HARDWARE**

A. Hardware restoration:

1. Remove hardware from wood window elements. Record locations so that each hardware item is returned to its original location.
2. Document individual units where window hardware typical to the building is missing.
3. Soak hardware item in chemical paint stripper to remove existing paint build-up. Do not soak existing brass-finished hardware items that are free of paint.
4. Scrub with plastic pads to remove paint and thoroughly rinse stripper residue.
5. Coat brass or bronze hardware items with lacquer.
6. Spray apply coating to iron or galvanized hardware items.
7. Reinstall hardware to original window. Use solid brass screws to install brass or bronze hardware items. Use stainless steel screws with coated heads to install iron or galvanized hardware items.

3.10 **INSTALLATION**

A. Install restored windows sash level, plumb, square, true to line, without distortion or impending thermal movement, and securely in place with stops. Provide new parting stops as required, finished to match adjacent original wood surfaces and milled to fit securely in existing frame rabbet.

B. Provide salvaged or new hardware for all windows. Hardware includes but not limited to: pulleys, counterweights, locks and latches, handles, and lifts. Provide new brass chain for all counterweighted window sash.

C. Coordinate with installation of new storm windows.

3.11 **SEALANT**

A. Install new bond breaker/backer rod and sealant at perimeter of wood frame and sill at joint with masonry substrate.

3.12 **ADJUSTMENT, CLEANING, AND PROTECTION**

A. Clean glass promptly after installation, exercising care to avoid damage to finish of new and existing surfaces. Wash and polish glass on both faces not more than four (4) days prior to date scheduled for final inspection. Comply with glass manufacturer's recommendations for final cleaning and maintenance.

B. Remove and replace glass which has been broken, chipped, cracked, abraded or otherwise damaged during construction period, including that damaged by natural causes, accidents and vandalism.

C. Touch-up any painted areas of the Work that may have been affected during the Work.

D. Remove all protective materials and clean up construction debris.

3.13 **FIELD QUALITY CONTROL**

A. Permit the Owner and/or Architect to make random inspections of Work in process on and off site and of completed repairs.

3.14 **CLEAN-UP**

A. Remove waste materials, debris and rubbish from site at the end of each working day.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and/or refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

E. Upon completion of work, remove all debris and construction material from site. Leave site in clean condition.

END OF SECTION

SECTION 08 10 01 - HOLLOW METAL DOORS AND FRAMES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Hollow metal doors and frames.

B. Thermally insulated hollow metal doors with frames.

C. Accessories, including glazing and louvers.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

A. Section 08 71 00 - Door Hardware.

B. Section 09 91 00 - Exterior Painting

1.03 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.

B. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames 2003 (R2009).

C. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2017.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.

C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.

E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

F. Manufacturer's Qualification Statement.

G. Installer's Qualification Statement.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

C. Maintain at project site copies of reference standards relating to installation of products specified.

1.06 **DELIVERY, STORAGE, AND HANDLING**

A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 – PRODUCTS

2.01 **PERFORMANCE REQUIREMENTS**

A. Requirements for Hollow Metal Doors and Frames:

1. Steel Sheet: Comply with one or more of the following requirements; galvannealed steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.

2. Accessibility: Comply with ICC A117.1 and ADA Standards.

3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.

4. Door Edge Profile: Manufacturers standard for application indicated.

5. Typical Door Face Sheets: Flush.

6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.02 **HOLLOW METAL DOORS**

A. Door Finish: Factory primed and field finished.

B. Type ‘Z’ , Exterior Doors: Thermally insulated.

1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).

a. Level 2 - Heavy-duty.

b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.

c. Louver: Refer to mechanical drawings.

d. Door Face Metal Thickness: 18 gage, 0.042 inch, minimum.

2. Door Thickness: 1-3/4 inch, nominal.

2.03 **HOLLOW METAL FRAMES**

A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.

B. Exterior Door Frames: Knock-down type.

1. Frame Metal Thickness: 18 gage, 0.042 inch, minimum.

2. Frame Finish: Factory primed and field finished.
3. Weatherstripping: Separate, see Section 08 71 00.

C. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inch high to fill opening without cutting masonry units.

2.04 **FINISHES**

A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.05 **ACCESSORIES**

A. Grout for Frames: Portland cement grout with maximum 4 inch slump for hand troweling; thinner pumpable grout is prohibited.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 **PREPARATION**

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

B. Coat inside of other frames with bituminous coating to a thickness of 1/16 inch.

3.03 **INSTALLATION**

A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.

B. Install prefinished frames after painting and wall finishes are complete.

C. Coordinate frame anchor placement with wall construction.

D. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.

E. Install door hardware as specified in Section 08 71 00.

1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.

3.04 **TOLERANCES**

A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.

B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 **ADJUSTING**

A. Adjust for smooth and balanced door movement.

B. Adjust sound control doors so that seals are fully engaged when door is closed.

C. Test sound control doors for force to close, latch, and unlatch; adjust as necessary in compliance with requirements.

END OF SECTION

SECTION 08 14 00 – WOOD DOORS + FRAMES

PART 1 – GENERAL

1.01 SUMMARY

A. Related Documents: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Sections apply to this Section.

B. Section includes: Custom fabricated, shop finished, exterior and interior, stile and rail wood panel doors, including glazed lites and transoms.

1.02 RELATED SECTIONS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

A. Section 02 41 19 – Selective Demolition

B. Section 08 71 00 – Door Hardware

C. Section 08 80 00 – Glazing

D. See Door Schedule and Drawings for types, designs, quantities, and sizes.

1.03 REFERENCED STANDARDS

A. AWI – Quality Standards for Architectural Woodwork Institute:
   1. Section 900 – Frames and Jambs
   2. Section 1400 – Stile and Rail Doors
   3. Section 1500 – Factory Finishing

B. CPSC 16 CFR 1201 – Consumer Product Safety Commission Safety Standard for Architectural Glazing Materials

C. BHMA (CPD) – Certified Products Directory 2017.

D. BHMA A156.18 – American National Standard for Materials and Finishes 2016.

1.04 QUALITY ASSURANCE

A. Conform to requirements of AWI Quality Standard Sections 1400 Custom Grade.

B. Door glazing: Comply with Consumer Product Safety Commission 16 CFR 1201 and other applicable safety requirements. Each piece of safety glazing shall be permanently labeled with appropriate marking.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect doors with protective wrapping and other means during delivery, storage, and handling to prevent damage and warpage.

B. Site storage: Store flat on level surface in clean, dry, well ventilated area. Protect from sunlight. Cover to keep clean, but permit air circulation.

C. Do not drag one door across another.

D. Identify each door with opening number used on shop drawings.

1.06 SUBMITTALS

A. Provide in accordance with Section 01 33 00 - Submittal Procedures.

   1. Product Data

2. Shop drawings:
    a. Elevations, dimensions, profiles, swings, hardware cutouts, glazed lites, transoms, and fabrication and installation details.
3. 12 by 12 inch wood sample with shop applied finish.
4. Manufacturer's installation and maintenance instructions.
5. Door schedule: Use same reference numbers as indicated on Drawings.
6. Manufacturer's instructions for preparing, hanging, installing hardware, and adjusting wood doors.

1.07 **WARRANTY**

A. Submit in accordance with Section 01 78 00 - Closeout Submittals: Manufacturer's warranty to cover repair or replacement of defective doors resulting in splits and bowing, cupping, and twisting greater than 1/4 inch for 36 by 84 inch door panel.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Santa Fe Doors, Santa Fe, New Mexico; 505-345-3160; www.santafedoors.com
B. Sunwest Construction Specialties Inc; 505-438-7199; www.sunwestconstructionspecialties.com
C. Or Equal

2.02 **MATERIALS**

A. Lumber: Solid, clear, kiln-dried rift-sawn hardwood (such as Sapele) for transparent stain or paint.
    1. Southwestern Lumber Sales, LLC; 505-994-4455; www.swlumber.com
    2. Or Equal.
B. Glazing:
    1. Exterior Doors
        a. Type: Fully tempered glass.
        b. Properties:
            1) Provide heat tempered, annealed glass components where indicated or as required to adequately resist loading conditions, size of units, and anticipated thermal stresses in accordance with ASTM C1048, Kind FT.
            2) Fully tempered glass shall meet requirements of ANSI Z97.1 and CPSC 16 CFR to qualify as safety glass.
            3) Thickness: 1/4”
            4) Permanently label glass for impact resistance.

2.03 **STILE AND RAIL DOORS**

A. Type: Custom fabricated constructed from vertical edge stiles, horizontal top, and bottom rails with recessed tongue and groove boards at interior or glazing.
B. Door sizes: As indicated on Drawings.

C. Thickness: 1-3/4 inches (confirm in field with existing door frames).

D. Face widths for stiles and rails: As indicated on Drawings and reviewed shop drawings.

E. Panels: Solid lumber with profile as indicated on Drawings and reviewed shop drawings.

2.04 **CONSTRUCTION**

A. Comply with AWI Section 1400, Custom Grade.

B. Fabricate stiles, rails, mullions, and raised panels from solid lumber.

C. Joints: Tongued and groove joints doweled and glued under pressure.

D. Doors shall be constructed to allow for expansion and contraction of wood members due to temperature and humidity fluctuations without causing splitting, weakening of joints, and other deterioration.

1. Floating panel attachment: Suspend wood panels in stile and rail frames with pure gum tubing inserted in joint around perimeter of panel in order to allow for expansion and contraction.

2.05 **WOOD DOOR FRAMES**

A. Existing wood door frames designated on Drawings to remain shall be refurbished and used for hanging new wood doors.

B. Where required, new wood frames for wood doors shall be fabricated in accordance with AWI 900 Custom Grade. Wood door frames shall be shop fabricated.

2.06 **FACTORY FINISH**

A. Machine sand doors in preparation for factory applied prime.

B. Finish: Factory prime wood doors, frames, and transom panels in accordance with AWI Quality Standard Section 1500

1. Type: Paint.

2. Color: As indicated on finish schedules.

2.07 **FACTORY FITTING**

A. Factory fit doors for frame opening sizes.

B. Factory machine doors to receive hardware in accordance with AWI requirements and hardware templates. Machine cut relief for hinges and coring for locksets, cylinders, and other items.

C. Seal cut surfaces after fitting and machining. Ensure that hardware recess edges are sealed with two coats minimum.

PART 3 – EXECUTION

3.01 **PREPARATION**

A. Remove existing interior wood doors in accordance with Section 02 41 20 - Selective Demolition.

B. Refurbish and re-finish designated existing frames.

C. Allow new wood doors to become acclimated to finished Building heat and humidity before hanging.

D. Inspect doors and frames prior to hanging. Verify frames are correct size and type, securely anchored, heads are level, and jambs are plumb.

E. Do not proceed until deficiencies are addressed.

3.02 **INSTALLATION**

A. Hang doors and install hardware in accordance with reviewed shop drawings, manufacturer's instructions, and AWI Quality Standards.

B. Pilot drill screw and bolt holes.

C. Fitting: Align and fit doors in frames with uniform clearances and bevels. Do not trim stiles and rails in excess of manufacturer's allowable amount. Ensure following clearances are maintained.

1. Non-rated door clearances:

a. Head, jamb, and between double doors: 1/8 inch.

b. Bottom of door to floor finish: 1/8 inch.

c. Bottom of door to top of threshold: 1/4 inch.

D. Restore factory applied door finish if site fitting and machining is required.

E. Adjust hung doors for smooth and balanced movement. Rehang or replace doors that do not operate freely.

END OF SECTION

SECTION 08 71 00 - DOOR HARDWARE

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Hardware for wood and hollow metal doors.

B. Thresholds.

C. Weatherstripping and gasketing.

1.02 RELATED REQUIREMENTS

A. Section 07 92 00 - Joint Sealants

B. Section 08 10 01 – Hollow Metal Doors and Frames

C. Section 08 14 01 – Wood Doors and Frames

1.03 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.

B. BHMA (CPD) – Certified Products Directory 2017.

C. BHMA A156.3 – American National Standard for Exit Devices 2014.

D. BHMA A156.5 – American National Standard for Cylinders and Input Devices for Locks 2014.

E. BHMA A156.13 – American National Standard for Mortise Locks & Latches Series 1000 2017.

F. BHMA A156.18 – American National Standard for Materials and Finishes 2016.

G. DHI (H&S) – Sequence and Format for the Hardware Schedule 1996.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.

B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

C. Preinstallation Meeting: Convene a preinstallation meeting one week prior to commencing work of this section; attendance is required by affected installers and the following:

1. Architect.
2. Installer's Architectural Hardware Consultant (AHC).
3. Hardware Installer.
4. Owner's Security Consultant if applicable.
5. General Contractor.

D. Keying Requirements Meeting:

1. Schedule meeting at project site prior to Contractor occupancy.
2. Attendance Required:
   a. Contractor.
   b. Owner.
   c. Architect.

d. Installer's Architectural Hardware Consultant (AHC).

e. Hardware Installer.

3. Agenda:

a. Establish keying requirements.

b. Verify locksets and locking hardware are functionally correct for project requirements.

c. Verify that keying and programming complies with project requirements.

d. Establish keying submittal schedule and update requirements.

4. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:

a. Access control requirements.

b. Key control system requirements.

c. Schematic diagram of preliminary key system.

d. Flow of traffic and extent of security required.

5. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

6. Deliver established keying requirements to manufacturers.

1.05 **SUBMITTALS**

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.

C. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.

1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).

2. Provide complete description for each door listed.

3. Provide manufacturer's and product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.

4. Include account of abbreviations and symbols used in schedule.

D. Samples for Verification:

1. Submit minimum size of 2 by 4 inch for sheet samples, and minimum length of 4 inch for other products.

2. Submit one (1) sample of hinge, latchset, and lockset; illustrating style, color, and finish.

3. Return full-size samples to Contractor.

4. Submit product description with samples.

E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1. Submit manufacturer's parts lists and templates.

F. Keying Schedule:

1. Submit three (3) copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.

G. Manufacturer's Qualification Statement.

H. Installer's Qualification Statement.

I. Supplier's Qualification Statement.

J. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

K. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.

L. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.

1. Lock Cylinders: One for each master keyed group.

2. Tools: One set of each special wrench or tool applicable for each different or special hardware component, whether supplied by hardware component manufacturer or not.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.

C. Supplier Qualifications: Company with certified Architectural Hardware Consultant (AHC) and Electrified Hardware Consultant (EHC) to assist in work of this section.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.08 WARRANTY

A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

B. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.

1. Closers: Five years, minimum.

2. Exit Devices: Three years, minimum.

3. Locksets and Cylinders: Three years, minimum.

4. Other Hardware: Two years, minimum.

PART 2 – PRODUCTS

2.01 **DESIGN AND PERFORMANCE CRITERIA**

A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.

B. Provide individual items of single type, of same model, and by same manufacturer.

C. Provide door hardware products that comply with the following requirements:

1. Applicable provisions of federal, state and local codes.

2. Fire-Rated Doors: NFPA 80, listed and labeled by qualified testing agency for fire protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.

3. Hardware on Fire-Rated Doors: Listed and classified by UL (DIR), ITS (DIR), testing firm acceptable to authorities having jurisdiction or as suitable for application indicated.

D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series.

E. Fasteners:

1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.

a. Aluminum fasteners are not permitted.

b. Provide phillips or flat-head screws with heads finished to match door surface hardware unless otherwise indicated.

2. Fire-Rated Applications: Comply with NFPA 80.

a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.

b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.02 **EXIT DEVICES**

A. Manufacturers:

1. Falcon, an Allegion brand: www.us.allegion.com

B. Exit Devices: Comply with BHMA A156.3, Grade 1.

1. Lever design to match lockset trim.

2. Provide cylinder with cylinder dogging or locking trim.

3. Provide exit devices properly sized for door width and height.

4. Provide strike as recommended by manufacturer for application indicated.

5. Provide UL (DIR) listed exit device assemblies for fire-rated doors and panic device assemblies for non-fire-rated doors.

2.03 **LOCK CYLINDERS**

A. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.

1. Provide electronic, conventional, full size interchangeable core (FSIC) and small format interchangeable core (SFIC) type cylinders, Grade 1, with six-pin core in compliance with BHMA A156.5 at locations indicated.
2. Provide cylinders from same manufacturer as locking device.
3. Provide cams and/or tailpieces as required for locking devices.

2.04 **MORTISE LOCKS**

A. Mortise Locks: Comply with BHMA A156.13, Grade 1, Security, 1000 Series.

1. Latchbolt Throw: 3/4 inch, minimum.
2. Deadbolt Throw: 1 inch, minimum.
3. Backset: 2-3/4 inch unless otherwise indicated.
4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
    a. Finish: To match lock or latch.

2.05 **LOCKSETS**

A. Manufacturers:

1. Emtek Products Inc, an Assa Abloy Company; 15250 Stafford St. City of Industry, CA 91744; 800-356-2741; www.emtek.com

2.06 **COORDINATORS**

A. Coordinators: Provide on doors having closers and self-latching or automatic flush bolts to ensure that inactive door leaf closes before active door leaf.

1. Type: Bar, unless otherwise indicated.
2. Material: Aluminum, unless otherwise indicated.
3. Ensure that coordination of other door hardware affected by placement of coordinators and carry bar is applied properly for completely operable installation.

2.07 **CLOSERS**

A. Manufacturers; Surface Mounted:

1. LCN, an Allegion brand; www.us.allegion.com

B. Closers: Comply with BHMA A156.4, Grade 1.

1. Type: Surface mounted to door.
2. Provide door closer on each exterior door.
3. Provide closers on restroom doors.
4. At outswinging exterior doors, mount closer on interior side of door.

2.08 **KICK PLATES, FLOOR STOPS, AND WALL STOPS**

A. Manufacturers:

1. Ives, an Allegion brand: www.us.allegion.com

2.09 **THRESHOLDS**

A. Manufacturers:

1. Zero International, Inc: www.zerointernational.com

B. Thresholds: Comply with BHMA A156.21.

1. Provide threshold at each exterior door, unless otherwise indicated.
2. Provide threshold with Sound Transmission Class (STC) of 25-30 at locations indicated.
3. Type: Ramped, accessible with maximum 1:12 slope.
4. Material: Satin Anodized Aluminum
5. Threshold Surface: Fluted horizontal grooves across full width.
6. Field cut threshold to profile of frame and width of door sill for tight fit.
7. Provide non-corroding fasteners at exterior locations.

2.10 **WEATHERSTRIPPING AND GASKETING**

A. Weatherstripping and Gasketing: Comply with BHMA A156.22.

1. Head and Jamb Type: Adjustable.
2. Door Sweep Type: Encased in retainer.
3. Material: Aluminum, with brush weatherstripping.
4. Provide gasketing for smoke and draft control doors (Indicated as "S" on Drawings) that complies with local codes, requirements of assemblies tested in accordance with UL 1784.
5. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated; .
6. Provide door bottom sweep on each exterior door, unless otherwise indicated.
7. Provide sound-rated gasketing and automatic door bottom on doors indicated as "Sound-Rated", "Acoustical", or with "Sound Transmission Class (STC) rating"; fabricate as continuous gasketing, do not cut or notch gasketing material.

2.11 **LATCH PROTECTOR**

A. Latch Protector: Provide on door to protect latch from being tampered with while in locked position.

1. Type: Standard latch protector.
2. Material: Stainless steel.

2.12 **SILENCERS**

A. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.

1. Single Door: Provide three on strike jamb of frame.
2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
3. Material: Rubber, gray color.

2.13 **FINISHES**

A. Finishes: Provide door hardware of same finish, unless otherwise indicated.

1. Primary Finish: 630; satin stainless steel, with stainless steel 300 series base material (former US equivalent US32D); BHMA A156.18.
2. Secondary Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.
    a. Use secondary finish in kitchens, bathrooms, and other spaces containing chrome or stainless steel finished appliances, fittings, and equipment; provide primary finish on one side of door and secondary finish on other side if necessary.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

3.02 **INSTALLATION**

A. Install hardware in accordance with manufacturer's instructions and applicable codes.

B. Install hardware on fire-rated doors and frames in accordance with applicable codes and NFPA 80.

C. Install hardware for smoke and draft control doors in accordance with NFPA 105.

D. Use templates provided by hardware item manufacturer.

E. Do not install surface mounted items until application of finishes to substrate are fully completed.

F. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
    1. For Aluminum-Framed Storefront Doors and Frames: Refer to Section 08 41 00.
    2. Flush Wood Doors: Refer to Section 08 14 16.
    3. Mounting heights in compliance with ADA Standards:
        a. Locksets: 40-5/16 inch.
        b. Push Plates/Pull Bars: 42 inch.
        c. Deadlocks (Deadbolts): 48 inch.
        d. Exit Devices: 40-5/16 inch.
        e. Door Viewer: 43 inch; standard height 60 inch.

G. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.03 **FIELD QUALITY CONTROL**

A. Perform field inspection and testing under provisions of Section 01 40 00 - Quality Requirements.

3.04 **ADJUSTING**

A. Adjust work under provisions of Section 01 77 00 - Closeout Procedures.

B. Adjust hardware for smooth operation.

C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 **CLEANING**

A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.

B. Clean adjacent surfaces soiled by hardware installation.

C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 **PROTECTION**

A. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

DOOR SCHEDULE ATTACHED

HARDWARE SET: 01

DOOR DESIGNATION: Solid Wood ADA Entry Doors [A, D]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	HEAVY DUTY HINGES	9841532D	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIPS	BALL TIP 94105		
1 EA	PANIC HARDWARE	25-R	628	FALCON
1 EA	PANIC HARDWARE	I694-NL-P-HEX-CYL	628	FALCON
1 EA	DEADBOLT	#3 STYLE DEADBOLT [8463] INTERCHANGABLE CORE	FLAT BLK	EMTEK
1 SET	PASSAGE/SINGLE KEYED	8442	FLAT BLK	EMTEK
1 EA	SURFACE CLOSER	1450 FC TOP JAMB MT	BLK	LCN
2 EA	MOUNTING PLATE	1450 18FC	689	LCN
1 EA	DOOR SWEEP	39A x DOOR WIDTH	719	ZERO
1 SET	SEALS/ GASKETS	BY APPROVED SUPPLIER		

Notes: SET CLOSER TO REDUCE WIND LOAD AND DAMAGE TO DOOR IF BLOWN OPEN. SET DOOR STOPS CLOSER TO HINGE SIDE TO REDUCE TRIPPING HAZARD; COORDINATE LOCATION IN FIELD WITH ARCHITECT.

HARDWARE SET: 02

DOOR DESIGNATION: Solid Wood Entry Door [B]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	HEAVY DUTY HINGES	9841532D	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIPS	BALL TIP 94105		
1 EA	DEADBOLT	#3 STYLE DEADBOLT [8463] INTERCHANGABLE CORE	FLAT BLK	EMTEK
2 SETS	PASSAGE/SINGLE KEYED	8442	FLAT BLK	EMTEK
1 EA	SURFACE CLOSER	1450 FC TOP JAMB MT	BLK	LCN
2 EA	MOUNTING PLATE	1450 18FC	689	LCN
1 EA	DOOR SWEEP	39A x DOOR WIDTH	719	ZERO
1 SET	SEALS/ GASKETS	BY APPROVED SUPPLIER		

Notes: SET CLOSER TO REDUCE WIND LOAD AND DAMAGE TO DOOR IF BLOWN OPEN. SET DOOR STOPS CLOSER TO HINGE SIDE TO REDUCE TRIPPING HAZARD; COORDINATE LOCATION IN FIELD WITH ARCHITECT.

HARDWARE SET: 03

DOOR DESIGNATION: Solid Wood Entry Door In New Opening [F]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	HEAVY DUTY HINGES	9841532D	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIPS	BALL TIP 94105		
1 EA	DEADBOLT	#3 STYLE DEADBOLT [8463] INTERCHANGABLE CORE	FLAT BLK	EMTEK
2 SETS	PASSAGE/SINGLE KEYED	8442	FLAT BLK	EMTEK
1 EA	SURFACE CLOSER	1450 FC TOP JAMB MT	BLK	LCN
2 EA	MOUNTING PLATE	1450 18FC	689	LCN
1 EA	DOOR SWEEP	39A x DOOR WIDTH	719	ZERO
1	THRESHOLD	8655A x DOOR WIDTH	719	ZERO
1 SET	SEALS/ GASKETS	BY APPROVED SUPPLIER		

Notes: SET CLOSER TO REDUCE WIND LOAD AND DAMAGE TO DOOR IF BLOWN OPEN. SET DOOR STOPS CLOSER TO HINGE SIDE TO REDUCE TRIPPING HAZARD; COORDINATE LOCATION IN FIELD WITH ARCHITECT.

HARDWARE SET: 04

DOOR DESIGNATION: Solid Wood Entry Pair of Doors [C, E]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
4 EA	HEAVY DUTY HINGES	9841532D	FLAT BLK	EMTEK
4 EA	DECORATIVE HINGE TIPS	BALL TIP 94105		
1 SET	PASSAGE/SINGLE KEYED	8442	FLAT BLK	EMTEK
1 SET	DUMMY, PAIR	8042	FLAT BLK	EMTEK
2 EA	DEADBOLT	#3 STYLE DEADBOLT – [8463]	FLAT BLK	EMTEK
2 EA	SURFACE CLOSER	1450 FC TOPJAMB MT	689	LCN
2 EA	MOUNTING PLATE	1450 18FC	689	LCN
2 EA	DOOR SWEEP	39A x DOOR WIDTH	719	ZERO
1	THRESHOLD	8655A x DOOR WIDTH	719	ZERO
1 SET	SEALS /GASKETS	BY APPROVED SUPPLIER		

Notes: SET CLOSER TO REDUCE WIND LOAD AND DAMAGE TO DOOR IF BLOWN OPEN. SET DOOR STOPS CLOSER TO HINGE SIDE TO REDUCE TRIPPING HAZARD; COORDINATE LOCATION IN FIELD WITH ARCHITECT.

HARDWARE SET: 05

DOOR DESIGNATION: Solid Wood Interior Doors at Restrooms [K, L]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	STEEL SQUARE CORNER HINGES	91014	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIPS	BALL TIP 94104		
1 SET	THUMBTURN PRIVACY	B-571	MATTE BLK	SCHLAGE
1 EA	TRADITONAL COAT HOOK	W/ RECT ROSETTE	FLAT BLK	EMTEK
1 EA	KICKPLATE	8400 10” x 2” LDW B-CS	630	IVES
1 EA	FLOOR STOP	FS185	BLK	IVES
1 EA	SOUND SEAL	S8150S x DS	BLK	ZERO

HARDWARE SET: 06

DOOR DESIGNATION: Solid Wood Interior Door [N]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	STEEL SQUARE CORNER HINGES	91014	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIP	BALL TIP 94104		
1 SET	PASSAGE/SINGLE KEYED	8442	FLAT BLK	EMTEK
1 EA	DEADBOLT	#3 STYLE DEADBOLT [8463] INTERCHANGABLE CORE	FLAT BLK	EMTEK
1 EA	FLOOR STOP	FS185	BLK	IVES
1 EA	SURFACE CLOSER	1450 FC TOP JAMB MT	689	LCN

HARDWARE SET: 07

DOOR DESIGNATION: Solid Wood Interior Door at Janitor’s Closet [M]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	STEEL SQUARE CORNER HINGES	91014	FLAT BLK	EMTEK
3 EA	DECORATIVE HINGE TIPS	BALL TIP 94104		

1 SET	PASSAGE / SINGLE KEYED	8442	FLAT BLK	EMTEK
1 EA	FLOOR STOP	FS18S	BLK	IVES

HARDWARE SET: 08

DOOR DESIGNATION: Hollow Core Exterior Metal Door with Half Louver at Basement [Z]

EACH TO HAVE:	DESCRIPTION	ITEM	FINISH	MFR.
3 EA	HEAVY DUTY HINGES	9841532D	FLAT BLK	EMTEK
1 SET	KNOB KEYED ENTRY LOCK	A70TD	619	SCHLAGE
1 EA	DEADBOLT	B563P	619	SCHLAGE
1 EA	INTERCHANGEABLE CORE			
1 EA	SEAL SET	8303AA x DS	628	ZERO
1 EA	THRESHOLD	1675AA	719	ZERO

END OF SCHEDULE

SECTION 08 80 00 - GLAZING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Glazing units.

B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 07 92 00 - Joint Sealants

D. Section 08 71 00 - Door Hardware

1.03 REFERENCE STANDARDS

A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials current edition.

B. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes 2017.

C. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation 2010.

D. GANA (GM) - GANA Glazing Manual 2008.

E. GANA (SM) - GANA Sealant Manual 2008.

F. CPSC 16 CFR 1201 Safety Standard for Architectural Glazing Materials

1.04 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.05 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: For each glass product and glazing material indicated.

C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.

D. Samples: Submit two samples approximately 8-inches by 10-inches for each type indicated.

1. Tempered glass

E. Samples: Submit 12 inch long bead of glazing sealant of gasket, except black, exposed to view.

F. Certificate: Certify that products of this section meet or exceed specified requirements. If glazing material bears manufacturer's permanent label designating type and thickness of glass, provided labels represent a

quality control program involving a recognized certification agency or independent test laboratory acceptable to the authority having jurisdiction, a separate certificate will not be required.

G. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 **QUALITY ASSURANCE**

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1. Provide fabrication process, including low emissivity and reflective coatings, insulating, laminated, silk-screening and tempering shall be manufactured by a single manufacturer with a minimum of ten (10) years fabrication experience and meet ANSI / ASCQ 9002 1994.

B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience and approved by manufacturer.

C. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. GANA Publications: "Glazing Manual."

2. FGMA Glazing Manual and Sealant Manual

D. Safety Glazing Labeling: Where safety glazing labeling is indicated, permanently mark glazing with certification label of the manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

1.07 **DELIVERY, STORAGE, AND HANDLING**

A. Protect glazing materials according to manufacturer's written instructions, including edge damage. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with insulating-glass manufacturer's written recommendations for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.08 **FIELD CONDITIONS**

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes..

1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40^{o}F.

1.09 **WARRANTY**

A. See Section 01 77 00 - Closeout Submittals, for additional warranty requirements.

B. Laminated Glass: Provide a five (5) year manufacturer warranty to include coverage for delamination, including providing products to replace failed units.

C. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design:

1. Viracon, Inc.

2. Obtain glass and glazing materials from one source for each product indicated. Coatings and finished assemblies, such as insulating units or laminated units, to be manufactured by the same fabricator in order to have a common source of warranty.

2.02 GLASS PRODUCTS, GENERAL

A. Strength: Analysis shall comply with ASTM E 1300 Determining Load Resistance of Glass in Buildings. Provide glass products in the thickness and strengths (annealed or heat-treated) require to meet or exceed the following criteria based on project loads and in-service conditions:

1. Minimum thickness of annealed or heat-treated products to be selected so the worst case probability of failure does not exceed the following:

a. 8 breaks per 1000 for glass installed vertically or not 15 degrees or more from the vertical plane and under wind action.

b. 1 break per 1000 for glass installed 15 degrees or more from the vertical plane and under action of wind and/or snow.

2. Deflection: limit to prevent disengagement from the frame and be less than or equal to 1".

B. Thermal and Optical Performance Requirements: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. U-Factors: Center-of-glazing values, according to NFRC 100 methodology using LBNL WINDOW 7 computer program.

2. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBNL-35298 WINDOW 7 computer program.

3. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.03 FABRICATION

A. Flat Glass:

1. Shall comply with ASTM C1036 Standard Specification for Flat Glass, Type 1, Class 1 (clear) or Class 2 (tinted, heat-absorbing and light reducing) and Quality q3.

2. ASTM C 1048 Heat Treated Flat Glass, Kind HS or FT (remove ASTM Standard C 1048 in annealed glass), Condition A (uncoated), B (spandrel glass, one surface coated), or C (other coated glass).

a. Heat Treated Flat Glass to be by horizontal (roller hearth) process with inherent rollerwave distortion parallel to the bottom edge of the glass as installed except in the following applications: glass units with ceramic frit and base dimensions greater than 84", 1/2" thick glass and base dimensions greater than 84" and all other configurations with base dimensions >96".

b. Maximum peak to valley rollwerwave of 0.003" in the central area and 0.008" within 11.3" of the leading and trailing edge.

c. For clear or low-iron glass 1/4" to 3/8" thick without ceramic frit or ink, maximum +/- 100 mD (millidiopter) over 95% of the glass surface.

d. Maximum bow and warp 1/32" inch per lineal foot.

e. All tempered architectural safety glass shall conform with ANSI Z97.1 and CPSC 16 CFR 1201.

f. For all fully tempered glass, provide heat soak testing conforming to EN14179 which includes a 2 hour dwell at 290^{o}C (+/-10^{o}C).

2.04 **GLAZING UNITS**

A. Insulated Safety Glazing: Non-fire-rated.

1. Applications:

a. Glazed lites in doors and windows, as shown in Drawings.

b. Other locations required by applicable federal, state, and local codes and regulations.

c. Other locations indicated on drawings.

2. Glass Type: Fully tempered insulated glass as specified.

3. Tint: Clear.

4. Thickness: 1-inch overall width with 1/2-inch air space and 1/4-inch glazing.

2.05 **ACCESSORIES**

A. Glazing Materials: Select glazing sealants, tapes, gaskets and additional materials of proven compatibility with other materials they will contact, including glass products, seals of insulating glass units and glazing channel substrates, under conditions of installation and service as demonstrated by testing and field experience.

1. Setting blocks to be 100% silicone with a durometer hardness of 85+/-5.

PART 3 – EXECUTION

3.01 **VERIFICATION OF CONDITIONS**

A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.

B. Verify that the minimum required face and edge clearances are being provided.

C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 **PREPARATION**

A. Clean contact surfaces with appropriate solvent and wipe dry immediately before glazing. Remove coatings that are not tightly bonded to substrates.

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 **INSTALLATION, GENERAL**

A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.

B. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.04 **CLEANING**

A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.

B. Remove non-permanent labels immediately after glazing installation is complete.

C. Clean glass and adjacent surfaces after sealants are fully cured.

D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.05 **PROTECTION**

A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

B. Remove and replace glass damaged during construction prior to Date of Substantial Completion.

END OF SECTION

SECTION 09 23 00 - GYPSUM PLASTERING

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

A. Section 06 10 00 - Rough Carpentry: Wood stud framing for plaster.

B. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.02 REFERENCE STANDARDS

A. ASTM C28/C28M - Standard Specification for Gypsum Plasters 2010 (Reapproved 2015).

B. ASTM C35 - Standard Specification for Inorganic Aggregates for Use in Gypsum Plaster 2001 (Reapproved 2014).

C. ASTM C631 - Standard Specification for Bonding Compounds for Interior Gypsum Plastering 2009 (Reapproved 2014).

D. ASTM C841 - Standard Specification for Installation of Interior Lathing and Furring 2003 (Reapproved 2018).

E. ASTM C842 - Standard Specification for Application of Interior Gypsum Plaster 2005 (Reapproved 2015).

1.03 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittals procedures.

1.04 MOCK-UP

A. Construct mock-up of interior wall, 4 feet long by 2 feet wide, illustrating surface finish.

B. Locate where directed.

C. Mock-up may remain as part of the Work.

1.05 FIELD CONDITIONS

A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F or over 80 degrees F.

B. Maintain minimum ambient temperature of 50 degrees F during and after installation of plaster.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Gypsum Plaster:

1. National Gypsum Company; www.nationalgypsum.com
2. USG; www.usg.com
3. Substitutions: See Section 01 25 00 – Substitution Procedures

2.02 GYPSUM PLASTER ASSEMBLIES

A. Interior Partitions: Provide completed assemblies with the following characteristics:

1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.03 **PLASTER MATERIALS**

A. Ready-Mixed Gypsum Plaster: ASTM C28/C28M; mill-mixed type, requiring only the addition of water.

2.04 **LATH AND ACCESSORIES**

A. Gypsum Lath: ASTM C1396/C1396M, standard type.

B. Beads, Screeds, Joint Accessories, and Other Trim: Depth governed by plaster thickness, maximum possible lengths.

1. Material: Formed sheet steel with rust inhibitive primer, expanded metal flanges.

C. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.

2.05 **PLASTER MIXES**

A. Over Gypsum Lath: Two-coat application, ready-mixed plaster, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions.

B. Ready-Mixed Plaster Materials: Mix in accordance with manufacturer's instructions.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that existing conditions are satisfactory before starting work.

B. Grounds and Blocking: Verify items within walls for other sections of work have been installed.

C. Gypsum Lath and Accessories: Verify substrate is flat and surface is ready to receive work of this section. Verify joint and surface perimeter accessories are in place.

3.02 **INSTALLATION - GYPSUM LATH AND ACCESSORIES**

A. Install gypsum lath in accordance with ASTM C841.

B. Install gypsum lath perpendicular to framing members, with lath face exposed. Stagger end joint of alternate courses. Butt joints tight. Maximum gap allowed: 1/8 inch.

C. Place corner reinforcement diagonally over gypsum lath and across corner immediately above and below openings. Secure to gypsum lath only.

D. Continuously reinforce internal angles with corner mesh, return 3 inches from corner to form the angle reinforcement; fasten at perimeter edges only.

E. Place corner bead at external wall corners; fasten at outer edges of lath only.

F. Place strip mesh diagonally at corners of lathed openings. Secure rigidly in place.

G. Place 4-inch wide strips of strip mesh centered over junctions of dissimilar backing materials. Secure rigidly in place.

H. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.

I. Place acoustic sealant at gypsum lath perimeter in accordance with manufacturer's instructions.

J. At acoustical assemblies, provide resilient seal to penetrations, such as conduit, piping, outlet boxes, using acoustic sealant, rather than plastering tight to penetrations; with exception of where firestopping is provided.

3.03 **PLASTERING**

A. Apply gypsum plaster in accordance with ASTM C842 and manufacturer's instructions.

B. Thickness of Plaster including Finish Coat:

1. Over gypsum lath: 1/2 inch.

C. Finish Texture: Provide a consistent appearance; use the following finishes in the locations indicated:

END OF SECTION

SECTION 09 24 00 - PORTLAND CEMENT STUCCO WITH PEBBLEDASH RENDER

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Portland Cement Stucco:

1. Metal plaster base on concrete, concrete masonry (CMU), and frame wall construction. (S504 - StoPowerwall)

B. Trowel applied air barrier and stucco brown coat over vertical above grade concrete and concrete masonry walls. (S6500 - StoPowerwall ExtraSeal.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Wood stud framing for plaster.

D. Section 07 62 00 - Sheet Metal Flashing and Trim

E. Section 07 92 00 – Joint Sealants

F. Section 09 91 00 - Exterior Painting.

1.03 DEFINITIONS

A. Air Barrier Material: A primary element that provides a continuous barrier to the movement of air.

B. Air Barrier Accessory: A transitional component of the air barrier that provides continuity.

C. Air Barrier Auxiliary Material: A transitional component that provides air barrier continuity furnished by a source other than the primary air barrier manufacturer.

D. Air Barrier Assembly: The collection of air barrier materials, accessory and auxiliary materials applied to an opaque wall, including joints and junctions to abutting construction, to control air movement through the wall.

1.04 REFERENCE STANDARDS

A. ASTM International (ASTM):

1. ASTM C847 - Standard Specification for Metal Lath.
2. ASTM C897 - Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters.
3. ASTM C926 - Standard Specification for Application of Portland Cement-Based Plaster.
4. ASTM C1063 - Standard Specification for Installation of Lathing and Furring for Portland Cement Plaster.
5. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
6. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
7. ASTM E330 - Test Method for Structural Performance of Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

B. Sto Corporation. Addendum to Sto Stucco Specifications.

C. United Stated Environmental Protection Agency (EPA):

1. CFR 40 Part 59 - Code of Federal Regulations Title 40, Part 59 - National Volatile Organic Compound Emission Standards for Consumer and Commercial Products.

1.05 **SUBMITTALS**

A. Submit under provisions of Section 01 30 00 – Submittal Requirements.

B. Product Data:

1. Manufacturer's specifications, details, installation instructions and product data.
2. Manufacturer's code compliance report and UL Listing for continuous insulation.
3. Manufacturer's code compliance report for air barrier and water-resistive barrier.
4. Manufacturer's NFPA 285 assembly report or ICC ESR indicating compliance of stucco assembly, including continuous insulation, air/moisture barrier, and drainage mat, with requirements of NFPA 285 for use on Types I, II, III, and IV construction.
5. Manufacturer's standard warranty.
6. Preparation instructions and recommendations.
7. Storage and handling requirements and recommendations.
8. Typical installation methods.

C. Verification Samples: Two representative units of each type, size, pattern and color.

D. Shop Drawings: Include details of materials, construction and finish. Include relationship with adjacent construction.

1.06 **QUALITY ASSURANCE**

A. Manufacturer Qualifications:

1. Stucco and air barrier products manufacturer for a minimum of 20 years.
2. Stucco finish products and air/moisture barrier products manufactured under ISO 9001 - Quality System, and 14001 - Environmental Management System.

B. Installer Qualifications:

1. Licensed, insured and engaged in application of Portland cement stucco for a minimum of 3 years.
2. Knowledgeable in proper use and handling of Sto materials.
3. Employ skilled mechanics who are experienced and knowledgeable in Portland cement stucco application, and familiar with the requirements of the specified work.
4. Successful completion of 3 projects of similar size and complexity to the specified project.
5. Provide proper equipment, manpower and supervision on the job site to install the system in compliance with Sto's published specifications and details and the project plans and specifications.

C. Testing:

1. Construct full-scale mock-up of typical stucco/window wall assembly with specified tools and materials and test air and water infiltration and structural performance per ASTM E283, ASTM E331, and ASTM E330, respectively, through an independent laboratory.

2. Mock-up shall comply with requirements of project specifications.
3. Where mock-up is tested at job site maintain approved mock-up at site as reference standard.
4. If tested off-site accurately record construction detailing and sequencing of approved mock-up for replication during construction.
5. Conduct air barrier adhesion testing per ASTM D4541.
6. Conduct air barrier assembly testing per ASTM E783.
7. Verify adequacy of pull-out or withdrawal capacity of fasteners used for frame construction with manufacturer in relation to negative design wind pressures
8. Conduct pH testing to check stucco surface alkalinity before application of primer or finish materials. Where alkaline resistant primer is used pH testing may be waived.
9. Conduct wet sealant adhesion testing in accordance with sealant manufacturer's field quality control test procedure.
10. Notify design professional minimum 7 days prior to testing.

D. Inspections:
1. Conduct inspections per code requirements and contract documents.

E. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.

F. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Locate mock-up as acceptable to Architect and provide temporary foundations and support.
1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
3. Retain mock-up during construction as a standard for comparison with completed work.
4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.07 PRE-INSTALLATION CONFERENCE

A. Convene a conference approximately two weeks before scheduled commencement of the Work. Attendees shall include Architect, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Store and handle in strict compliance with manufacturer's written instructions, labeling and recommendations.

B. Deliver materials in their original sealed containers bearing manufacturer's name and identification of product.

C. Protect insulation materials from prolonged UV exposure, keep away from sources of heat, sparks, flame, flammable or volatile materials. Store on a clean, flat surface, off the ground in a dry area.

D. Protect coatings, pail products, from freezing and temperatures in excess of 90 degrees F (32 degrees C). Store away from direct sunlight.

E. Protect Portland cement based materials, bag products, from moisture and humidity. Store under cover off the ground in a dry location.

F. Protect from damage due to weather, excessive temperature, and construction operations.

1.09 **PROJECT CONDITIONS**

A. Maintain ambient and surface temperatures above 40 degrees F (4 degrees C) during application and for 24 hours after set of stucco, and application of waterproof air barrier and finish materials.

B. Provide supplementary heat for installation in temperatures less than 40 degrees F (4 degrees C) such that material temperatures are maintained as specified. Prevent concentration of heat on uncured stucco and vent fumes and other products of combustion to the outside to prevent contact with stucco.

C. Prevent uneven or excessive evaporation of moisture from stucco during hot, dry or windy weather. For installation under any of these conditions provide special measures to properly moist cure the stucco. Do not install stucco if ambient temperatures are expected to riseabove 100 degrees F (38 degrees C) within a 24 hour period.

D. Provide protection of surrounding areas and adjacent surfaces from application of materials.

1.10 **COORDINATION AND SCHEDULING**

A. Protect continuous insulation from prolonged UV exposure. Protect with wall covering within 60 days of installation.

B. Protect sheathing from climatic conditions to prevent weather damage until the installation of the waterproof air barrier.

C. Install diverter flashings wherever water can enter the wall assembly to direct water to the exterior.

D. Coordinate installation of foundation waterproofing, roofing membrane, windows, doors and other wall penetrations to provide a continuous air barrier and continuous moisture protection. Provide protection of rough openings before installing windows, doors, and other penetrations through the wall and provide sill flashing. Coordinate installation of air/moisture barrier components with window and door installation to provide weather proofing of the structure and to prevent moisture infiltration and excess air infiltration.

E. Install window and door head flashing immediately after windows and doors are installed.

F. Protect air/moisture barrier with stucco cladding within 180 days of installation.

G. Protect drainage mat with stucco cladding within 30 days of installation.

H. Commence the stucco installation after completion of all floor, roof construction and other construction that imposes dead loads on the walls to prevent excessive deflection (and potential cracking) of the stucco.

I. Sequence interior work such as drywall installation prior to stucco installation to prevent stud distortion (and potential cracking) of the stucco.

J. Install copings and sealant immediately after installation of the stucco and when finish coatings are dry.

K. Attach penetrations through stucco to structural support and provide air tight and water tight seals at penetrations.

1.11 **WARRANTY**

A. Warranty: Provide manufacturer's standard warranty.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Basis of Design: Sto Corp; StoPowerFlex Acceptable Manufacturers: Sto Corporation which is located at: 3800 Camp Creek Parkway, Building 1400, Suite 120; Atlanta, GA 30331;ASD Toll Free: 800-221-2397; Phone: 404-346-3666; Fax: 404-346-3119; Web: www.stocorp.com

B. Substitions: Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 – Substitution Procedures.

2.02 **PORTLAND CEMENT STUCCO**

A. Basis of Design: Metal plaster base on concrete, concrete masonry (CMU), and frame wall construction as supplied by the Sto Corporation. (S504 - StoPowerwall)

B. Design Requirements

1. Structural: Wind and axial loads.

a. Metal Framing: 18 gage (0.043 mil) or heavier, maximum 1-5/8 inch (41 mm) flange width, cold formed steel stud framing per AISI Standard S200-07.

b. Maximum Stud Spacing: 16 inches (406 mm) on center.

c. Sheathing: 5/8 inch (19 mm) glass mat faced gypsum sheathing per ASTM C1177.

d. Drainage Mat: Maximum 1/4 inch (6 mm) thick tangled filament nylon core with fabric facing.

e. Metal Lath per ASTM C847: Minimum 2.5 lbs per sq yd (1.4 kg per sq m) self-furred galvanized steel diamond mesh metal lath.

f. Lath Fasteners and Plates: Corrosion resistant fasteners per AISI S200 and ASTM C1513 with minimum three thread penetration beyond steel framing members, and minimum 1-1/4 inch (32 mm) corrosion resistant lath plates.

1) Minimum Fastener Size and Length:

(a) No. 8 x 3 inch (76 mm) for 1 inch (25 mm) insulation board thickness.

(b) No. 10 x 3-1/2 inches (89 mm) for 1-1/2 inch (38 mm) insulation board thickness.

(c) No. 10 x 4 inch (102 mm) for 2 inch (51 mm) insulation board thickness.

g. Lath fastener spacing: maximum 6 inches (152 mm) vertically along studs.

h. Stucco: 3/4 inch (19 mm) or 7/8 inch (22 mm) Portland cement stucco per ASTM C 926 of uniform thickness applied in two coats, scratch and brown coat.

2. Moisture Control: Prevent accumulation of water into or behind stucco, either by condensation or leakage into wall construction, in design and detailing of wall assembly:

a. Corrosion Resistant Flashing: Protect exposed elements and direct water to exterior, including, above window and door heads, beneath window and door sills, at floor lines, at roof/wall intersections, decks, abutments of lower walls with higher walls, above projecting features, and at the base of the wall.

b. Air Leakage Prevention: Prevent excess air leakage in the design and detailing of the wall assembly. Provide continuity between air barrier components in the wall assembly.

c. Vapor Diffusion and Condensation: Dew point analysis of wall assembly to determine potential for accumulation of moisture in wall assembly as a result of water vapor diffusion and condensation. Adjust wall assembly components accordingly to minimize the risk of condensation. Avoid the use of vapor retarders on the interior side of the wall in warm, humid climates.

d. StoGuard Air/Moisture Barrier over sheathing.

e. At through wall expansion joints and at joints formed with back-to-back casing beads, back joints with StoGuard Transition Membrane, refer to Sto Guide Details at www.stocorp.com .

f. Seal stucco terminations and accessory butt joints with appropriate sealant.

g. Seal penetrations through the stucco wall assembly with appropriate sealant, or backer rod and sealant, as dictated by joint type.

3. Sloped Surfaces, Including Foam Trim and Projecting Architectural Features Attached to Stucco:

a. Avoid use of stucco on build-outs or weather exposed sloped and horizontal surfaces.

b. Build out trim and projecting architectural features from the stucco wall surface with code compliant EPS foam.

1) Foam trim and projecting architectural features must have a minimum 1:2 (27 degrees) slope along their top surface.

2) Foam horizontal reveals must have a minimum 1:2 (27 degrees) slope along their bottom surface.

3) Increase slope for northern climates to prevent accumulation of ice/snow and water on surface.

4) Where trim/feature or bottom surface of reveal projects more than 2 inches (51 mm) from the face of the wall plane, protect the top surface with waterproof base coat.

5) Limit foam thickness to a maximum of 4 inches (102 mm).

6) Periodic inspections and increased maintenance may be required to maintain surface integrity of finishes on weather exposed sloped surfaces.

7) Limit projecting features to easily accessible areas and limit total area to facilitate maintenance and minimize maintenance burden. Refer to Sto Guide Details at www.stocorp.com.

c. Do not use foam on weather exposed projecting ledges, sills, or other projecting features unless supported by framing or other structural support and protected with metal coping or flashing. Refer to Sto Guide Details at www.stocorp.com.

4. Joints and Accessories:

a. Appropriate accessories at stucco terminations and joints.

b. Appropriate sealant at stucco terminations and at stucco accessory butt joints.

5. Solid Substrates (Concrete and CMU):

a. Do not install air/moisture barrier materials over efflorescence, weak surface conditions, painted, coated, non-absorbent, salt-contaminated, or any concrete or CMU substrate where

adhesion is in question. Proof test adhesion to prepared poured-in-place or pre-cast concrete surfaces and impose a regimen of quality control tests to verify adhesion throughout the project.

6. Stucco Thickness: Does not include primer or textured finish coat.
   a. Application to Metal Plaster Bases: Stucco thickness; uniform 3/4 inch or 7/8 inch (19 or 22 mm). Stucco thickness not to exceed 7/8 inch (22 mm).
   b. Apply stucco in 2 coats, scratch and brown coat, to achieve the prescribed thickness.
   c. Thickness shall be uniform throughout the wall area.

C. Performance Requirements:
   1. Waterproof Air Barrier:
      a. Compliant with ICC ES Acceptance Criteria AC 212 (ICC ESR 1233).
      b. Material Air Leakage Resistance, ASTM E 2178: less than 0.004 cu ft per min per sq ft (0.02 L per sec per sq m) at 1.57 psf (75 Pa).
      c. Assembly Air Leakage Resistance, ASTM E 2357: less than 0.004 cu ft per min per sq ft (0.02 L per sec per sq m) at 1.57 psf (75 Pa).
      d. Water Vapor Permeance, ASTM E 96, Method B: greater than 10 perms (573 ng/Pa/s/sq m).
      e. Surface Burning per ASTM E 84: Class A Building material.
         1) Flame Spread: Less than 25
         2) Smoke Developed: Less than 450.
      f. Tensile Adhesion per ASTM C 297:
         1) Gypsum Sheathing: Greater than 85 psi (590 kPa).
         2) OSB: Greater than 30 psi (206 kPa).
         3) Plywood: greater than 85 psi (590 kPa).
      g. VOC, Calculation: Less than 100,000 ppm (100 g/L).
      h. Waterproofing and Sealer: Per US EPA 40 CFR 59 and South Coast AQMD Rule 1113.
   2. Drainage Mat:
      a. Surface Burning per ASTM E 84: Class A Building material.
         1) Flame Spread: Less than 25.
         2) Smoke Developed: Less than 450.
      b. Flame Propagation, NFPA 285: Meets requirements for use on noncombustible construction. Types I, II, III, and IV.
   3. Stucco Base:
      a. Stucco scratch and brown coat material per ASTM C 926 and manufactured or listed by Sto Corporation. See Addendum for more information.
   4. Primers:
      a. Alkaline Resistant Primer: For freshly placed (minimum 4 day old) stucco surfaces:

1) Resistant to alkaline surfaces with pH of 13 or less.

2) Surface Burning, ASTM E 84: Class A building material.

(a) Flame Spread less than 25.

(b) Smoke Developed less than 450.

3) VOC compliant with South Coast AQMD Rule 1113 for architectural coatings. Less than 50,000 ppm (50 g/L).

b. Acrylic primer for fully cured stucco surfaces. Minimum 28 day old or pH less than 10.

1) Surface Burning per ASTM E 84: Class A building material.

(a) Flame Spread less than 25.

(b) Smoke Developed less than 450.

2) VOC Compliant with South Coast AQMD Rule 1113 for architectural coatings. Less than 50,000 ppm (50 g/L).

5. Finishes:

a. Elastomeric: Sto Powerflex.

1) Accelerated Weathering, ASTM G 154: 2000 hours, no blistering, checking cracking, crazing, or other deleterious effects

2) Water Vapor Permeability, ASTM E 96, Method B: Greater than 5 perms (287 ng per Pa per sec per sq m).

3) Surface Burning, ASTM E 84: Class A building material.

(a) Flame Spread less than 25.

(b) Smoke Developed less than 450.

4) VOC Compliant with South Coast AQMD Rule 1113 for architectural coatings. Less than (50,000) 50 g/L.

D. Air/Moisture Barrier:

1. StoGuard: Fluid applied waterproof air barrier for sheathing, concrete, and concrete masonry substrates consisting of multiple compatible components.

a. Sto AirSeal: Ready mixed medium-high build coating applied by brush, roller or spray for rough opening protection of frame walls and joint treatment of sheathing when used with StoGuard Fabric. Also used as a detail component with StoGuard Fabric to splice over back flange of starter track, flashing, and similar shingle lap details.

b. StoGuard Mesh: Nominal 4.2 oz per sq yd (142 g per sq m), self-adhesive, flexible, symmetrical interlaced glass fiber mesh, with alkaline resistant coating for compatibility with Sto materials, used with Sto Gold Fill to reinforce rough openings, inside and outside corners, sheathing joints, and shiplap connections with flashing, weep screed, and similar shingle lap details.

c. StoGuard Tape: Self adhering rubberized asphalt tape for rough opening protection in wood or metal frame construction.

d. StoGuard Primer: Primer for use with StoGuard Tape.

E. Lath per ASTM C847: 2.5 lbs per sq yd (1.4 kg per sq m) self-furred galvanized steel diamond mesh metal lath.

F. Mechanical Fasteners for Metal Lath:

1. Non-Corroding Fasteners per AISI S200 and ASTM C1513:

a. Wood Framing: No. 10 Type S wafer head fully threaded corrosion resistant screws with minimum 1 inch (25 mm) penetration into studs.

2. Concrete or Masonry: Minimum No. 8 wafer head fully threaded corrosion resistant screws for masonry with minimum 1 inch (25 mm) penetration into substrate.

3. Tie Wire: 18 gauge galvanized and annealed low-carbon steel per ASTM A 641 with Class I coating.

G. Accessories per ASTM C1063 and its Referenced Documents:

1. Weep screed, casing bead, corner bead, corner lath, expansion and control joint accessories.

a. Zinc per ASTM B 69.

H. Job Mixed Ingredients:

1. Water: Clean and potable.

2. Sand Per ASTM C897 or C144: For use with one coat and C 926 stucco concentrates.

I. Crack Defense: Components for added crack resistance.

1. Base Coat:

a. Sto BTS Xtra: Light weight one component polymer modified cement-based extra high build base coat material.

b. Sto Primer/Adhesive-B: One component polymer modified cement-based base coat material

c. Sto Flexyl: Two component fiber reinforced acrylic based waterproof base coat material field mixed with Portland cement. For use as a waterproof base coat to waterproof foundations, parapets, splash areas, trim and other projecting architectural features.

2. Reinforcing Mesh: Sto Mesh. Nominal 4.5 oz per sq yd (153 g per sq m), symmetrical, interlaced open-weave glass fiber mesh made with alkaline resistant coating for compatibility with Sto materials.

J. Primer:

1. StoPrime: Acrylic based tinted primer for fully cured (minimum 28 day olds or pH less than 10) stucco surfaces.

K. Finish Coat:

1. Sto Powerflex: Integrally colored, factory blended, elastomeric textured wall finish with graded marble aggregate.

2.03 TROWEL APPLIED AIR BARRIER AND STUCCO BROWN COAT OVER VERTICAL ABOVE GRADE CONCRETE AND CONCRETE MASONRY WALLS

A. Basis of Design: Primary Air Barrier Material: Sto ExtraSeal No. S6500. Single component polymer modified Portland cement-based air barrier material.

B. Performance Requirements: Air barrier.

1. Water Penetration per ASTM E 514: No water penetration through concrete masonry after 4 hour spray period.
2. Adhesion per ASTM D 4541: Greater than 50 psi (345 kPA) on prepared CMU substrates.
3. Shear Bond Strength: Lab Method. Greater than 50 psi (345 kPA) on prepared CMU substrates.
4. Water Vapor Permeance per ASTM E 96 Method B: 5 perms (286 ng per Pa per sec per sq m)
5. Air permeance per ASTM E 2178: Less than 0.004 cu ft per min per sq ft (0.02 L per sec per sq m) air leakage at 1.57 psf (75 Pa).
6. Field Adhesion Testing per ASTM D 4541: Strength requirements as dictated by design professional based on exposure conditions such as building height, orientation, climate, and building design.
7. Surface Burning per ASTM E 84:
    a. Less than 25 flame spread.
    b. Less than 450 smoke developed.
8. Building Envelope Air Leakage per ASTM E 779 or 1827: Less than 0.4 cu ft per min per sq ft (2.0 L per sec per sq m).
9. Volatile Organic Compounds per SCAQMD Rule 1113: Primary air barrier material, less than (50,000) 50 grams per L.

C. Design Criteria:

1. Structural: Wind and axial loads.
    a. Design for wind load in conformance with code requirements.
2. Moisture Control: Prevent the accumulation of water in the wall assembly and behind the exterior wall cladding:
    a. Minimize condensation within the assembly.
    b. Drain water directly to the exterior where it is likely to penetrate components in the wall assembly (windows and doors, for example).
    c. Corrosion resistant flashing to direct water to the exterior in accordance with code requirements, including above window and door heads, beneath window and door sills, at roof/wall intersections, floor lines, decks, intersections of lower walls with higher walls, and at the base of the wall.
    d. Air Leakage Prevention: Prevent excess air leakage in the design and detailing of the wall assembly. Provide continuity between air barrier components in the wall assembly.
    e. Vapor Diffusion and Condensation: Perform a dew point analysis of the wall assembly to determine the potential for accumulation of moisture in the wall assembly as a result of water vapor diffusion and condensation. Adjust wall assembly components accordingly to minimize the risk of condensation. Avoid the use of vapor retarders on the interior side of the wall in warm, humid climates.
    f. Protect rough openings with StoGuard rough opening treatment extended no further than the stucco termination accessory expanded flange (as Sto ExtraSeal will not adhere to some StoGuard rough opening treatments). Refer to Sto Guide Details.

g. Where casing bead is used back-to-back at expansion joints, back joints with appropriate StoGuard Transition Membrane. Refer to Sto Guide Details.

h. Seal accessory butt joints with sealant.

3. Air Barrier Continuity: Continuous air barrier assembly of compatible air barrier components.

4. Substrates:

a. Surface plane tolerance not to exceed 1/4 inch in 10 feet (6 mm in 3.0 m).

b. Remove form ties, trim projecting concrete and fill honeycombs or other surface defects with appropriate patch or levelling material.

c. Concrete: Provide for removal of form oil, curing compounds, efflorescence, coatings, salts, or other surface contamination, laitance or other surface conditions that could interfere with adhesion. Provide an absorbent surface, slightly scarified or with surface roughness, or both as specified.

d. Concrete Masonry: Provide open texture concrete masonry units with flush joints, free of efflorescence, coatings, salts, or other surface contamination, weak surfaces or other surface conditions that could interfere with adhesion as specified.

e. Do not install air barrier, stucco, primers or finishes over efflorescence, laitance or weak surface conditions, painted, coated, salt-contaminated, non-absorbent, smooth, or any concrete or CMU substrate where adhesion is in question, or when total stucco thickness (including finish coat) will exceed 5/8 inch (16 mm). Use appropriate metal plaster base in these cases.

5. Mechanical Ventilation: Maintain pressurization and indoor humidity levels in accordance with recommendations of ASHRAE. See 2013 ASHRAE Handbook - Fundamentals.

D. Accessory Materials:

1. Rough Opening Protection:

a. Sto RapidGuard: One component STPE rapid drying gun-applied treatment for sheathing joints, rough openings, seams, cracks, penetrations and other static transitions in above grade wall construction such as: shingle laps over flashing, wall to balcony floor slab or ceiling, and through wall penetrations; pipes, electrical boxes, and scupper penetrations.

2. Transition Detail Component

a. Sto RapidGuard: One component STPE rapid drying gun-applied treatment for sheathing joints, rough openings, seams, cracks, penetrations and other static transitions in above grade wall construction such as: shingle laps over flashing, wall to balcony floor slab or ceiling, and through wall penetrations; pipes, electrical boxes, and scupper penetrations.

E. Auxiliary Materials [supplied by others]

1. Wet sealant: Dow Corning 790, 791, and 795 sealants.

2. Pre-cured sealant tape: Dow 123.

3. Spray Foam:

a. Sto TurboStick or TurboStick Mini Adhesive.

b. Dow Great Stuff for Gaps and Cracks.

F. Patching and Leveling Material for Prepared Concrete and Masonry: Sto ExtraSeal: polymer modified cement-based patch and leveling material for applications up to 3/8 inch in (10 mm) in depth.

G. Stucco Brown Coat:

1. Stucco brown coats per ASTM C926, as listed by Sto Corporation.

H. Stucco Crack Defense Sto Mesh with any Sto Base Coat Product: nominal 4.5 oz per sq yd (153 g per sq m) glass fiber reinforcing mesh with alkaline resistant coating for compatibility with Sto materials for embedment in Sto base coats (refer to base coat product bulletins)

I. Stucco Primers:

1. StoPrime Hot: Acrylic based primer/sealer for freshly placed (minimum 4 days old) and high pH stucco surfaces.

2.04 **STUCCO FINISH: STO POWERFLEX FINISH - PEBBLE DASH RENDER #SS806 STOSTUCCO ROUGHCAST SYSTEM.**

A. **General - Responsibility:** The StoStucco Roughcast Plaster System shall be approximately 20/25mm thick, installation shall be carried out in stages over the Stainless Steel lath consisting of; LevelLite basecoat plaster, LevelLite leveling flanking coat cast with Roughcast Stone mix painted in StoColor Maxicryl facade paint. Adequate protection of all adjacent surfaces shall be allowed. The Sto Contractor shall assure himself that the surfaces to be plastered are correctly detailed before he commences work.

B. **LevelLite base plaster / flanking coat application:** To clean dry Stainless Steel lath incorporating StoStucco trays, joinery and soffits flashings apply preferably by machine pump a LevelLite base plaster at approximately 8.0mm closing off wet plaster with an h shaped edge to the surface of the lath and comb finish with a toothed trowel and leave to dry solid. Once dry machine pump another flanking coat of LevelLite plaster at approximately 8.0mm using the StoStucco tray, joinery and soffits guides to screed off closing off the wet plaster with a h shaped edge to achieve a straight plane and while still wet cast the Roughcast Stone mix into the LevelLite plaster flanking coat.

C. **Roughcast Stone Mix:** To wet flanking coat of LevelLite cast in the selected stone mix made up in a concrete mixer by adding Stoanz Stucco Bedding Mortar with approximately equal quantity of selected stone. Cast roughcast mix in an even random pattern to match selected finish or existing surfaces and allow to dry. Note: it is advisable to apply a sample to ensure the stone selection and mix is correct.

D. **Sealant Installation:** All junctions between joinery and plaster and around penetrations, flashings and dissimilar material junctions shall be sealed with a minimum 6.0mm bead of MS Sealant.

E. **StoColor Maxicryl facade paint:** All cured, dry, clean StoStucco Roughcast plastered surfaces are to be sealed and coated in two (2) coats of StoColor Maxicryl façade paint tinted to the selected color and applied by brush and roller at a spreading rate determined by the aggregate shape and size. Note: It is important to maintain a wet edge whilst applying coatings especially between cutting in and rolling.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Inspect Sheathing Surfaces for damage and deterioration. Record areas of damage.

B. Sheathing - Inspect sheathing application for compliance with applicable requirement:

1. Glass Mat Faced Gypsum Sheathing per ASTM C 1177: Refer to manufacturer's instructions and ICC evaluation report.

2. Exterior Grade and Exposure 1 Wood Based Sheathing per APA Engineered Wood Association E 30.

C. Inspect Concrete and Concrete Masonry Surfaces:

1. Contamination: Algae, chalkiness, dirt, dust, efflorescence, form oil, fungus, grease, laitance, mildew or other foreign substances.
2. Surface absorption and chalkiness.
3. Cracks: Measure crack width and record location of cracks.
4. Damage and deterioration.
5. Moisture damage: Record any areas of moisture damage.

D. Report deviations from the requirements of project specifications or other conditions that might adversely affect the stucco installation to the General Contractor.

3.02 **SURFACE PREPARATION**

A. Concrete and Concrete Masonry (CMU):

1. Remove surface contamination such as oil, grease, dust, dirt, algae, mildew, salts, paint or coatings. Correct weak surface conditions such as laitance. Use chemical cleaners such as TSP (trisodium phosphate) detergent to remove oil and grease and rinse with potable water. Use chemical cleaners to remove efflorescence or other surface contamination in accordance with manufacturer's written instructions. Use mechanical methods such as waterblasting, sandblasting, and wire brushing to remove weak surface conditions.
2. Repair cracks up to 1/8 inch (3 mm) wide by raking with a sharp tool to remove loose, friable material and blow clean with oil-free compressed air. Apply joint treatment material over crack, embed reinforcement (where applicable), and smooth joint treatment material with a trowel, drywall or putty knife to cover the reinforcement.
3. Remove projecting fins, ridges, and mortar by mechanical means.
4. Fill honeycombs, aggregate pockets, holes and other voids with Sto patching material.
5. Where the surface is excessively "rough" or out of plane, skim coat the wall surface with Sto base coat material to provide a smooth, level surface.

B. Trowel applied air barrier and stucco brown coat over vertical above grade concrete and concrete masonry walls.

1. Concrete Masonry Units:
   a. Remove projecting joint mortar so it is even with the plane of the wall.
   b. Remove surface contaminants such as efflorescence, paint or coatings, or any other surface contamination by chemical or mechanical means.
   c. Pre-moisten surface with water just prior to placement of air barrier.
   d. Verify adhesion with load tests after stucco/air barrier assembly has fully cured (28 days) on mock-up wall, and throughout the project as specified.
2. Install furred or self-furred lath as specified by the Design Professional if the following condition present themselves.
   a. Bond inhibiting material cannot be removed

b. Concrete or masonry surface irregularities such that more than 5/8 inch (16 mm) of stucco, including Sto ExtraSeal skim coat and scratch coat, stucco brown coat, and stucco finish, must be applied.

c. Where the surface is too smooth, dense, or non-absorbent to receive the air barrier or stucco components.

3.03 **INSTALLATION, GENERAL**

A. Install materials in accordance with manufacturer's instructions, approved submittals and in proper relationship with adjacent construction.

3.04 **MIXING**

A. StoGuard:

1. Sto Gold Fill: Mix with a clean, rust-free electric drill and paddle to a uniform consistency. Do not thin, or dilute with water.

2. Sto AirSeal: Mix with a clean, rust-free electric drill and paddle to a uniform consistency. Do not thin, or dilute with water.

3. Sto EmeraldCoat: Mix with a clean, rust-free electric drill and paddle to a uniform consistency. Do not thin, or dilute with water.

B. StoPowerwall Stucco: Refer to mix instructions on packaging. Use only the amount of water necessary for a workable mix. Use of excess water is detrimental to performance.

C. Adhesive and Base Coats for Sto Crack Defense and Foam Build-Outs: Refer to applicable Sto Product Bulletin for selected adhesive and base coat materials.

D. Primer: Mix with a clean, rust-free high speed mixer to a uniform consistency.

E. Finish: Mix with a clean, rust-free high speed mixer to a uniform consistency. A small amount of water, up to 12 oz (0.4 L) may be added to adjust workability. Limit addition of water to amount needed to achieve the finish texture.

F. Mix only as much material as can readily be used.

G. Do not add lime, anti-freeze compounds, or other additives to any of the materials.

3.05 **AIR/MOISTURE BARRIER INSTALLATION**

A. Concrete and Concrete Masonry surfaces.

B. Transition Detailing: Detail transition areas with Sto RapidGuard (static joints and seams) or StoGuard Transition Membrane (dynamic joints and seams) to achieve air barrier continuity. For illustrations of installation, refer to Sto Guide Details and Sto RapidGuard Installation Guide or StoGuard Transition Membrane Installation Guide (www.stocop.com).

C. Rough Opening Protection:

1. Sto Gold Fill with StoGuard Mesh: Apply 9 inch (229 mm) wide StoGuard Mesh at rough openings. Immediately apply Sto Gold Fill by spray or trowel over the mesh and spread smooth with a trowel to completely cover the mesh (refer to Sto Detail 22s.20M).

D. Air/Moisture Barrier Coating Installation:

1. CMU Surfaces:

a. Repair static cracks up to 1/2 inch (13 mm) wide with Sto RapidGuard. Rake the crack with a sharp tool to remove loose or friable material and blow clean with oil-free compressed air. Apply the crack filler with a trowel or putty knife over the crack and tool the surface smooth.

b. For moving cracks or cracks larger than 1/2 inch (13 mm), consult with a structural engineer for repair method. Protect repair from weather until dry.

c. Liberally apply coating to the surface with a 3/4 inch (19 mm) nap roller or spray equipment to a wet thickness of 10 to 30 mils (0.254 to 0.762 mm) (Sto EmeraldCoat) or 50 wet mils (1.27 mm) (Sto AirSeal), depending on surface condition. Apply to a uniform thickness. Additional coats may be necessary to provide a void and pinhole free surface. Protect from weather until dry.

E. Air and Moisture Barrier Connections and Shingle Laps:

1. Coordinate installation of connecting air barrier components with other trades to provide a continuous air tight membrane.

2. Coordinate installation of flashing and other moisture protection components with other trades to achieve complete moisture protection such that water is directed to the exterior, not into the wall assembly, and drained to the exterior at sources of leaks; windows, doors and similar penetrations through the wall assembly.

3. Splice-in head flashings above windows, doors, floor lines, roof/sidewall step flashing, and similar locations with StoGuard detail component to achieve shingle lap of the air/moisture barrier such that water is directed to the exterior.

3.06 SHEET WATER-RESISTIVE BARRIER INSTALLATION

A. Install per the applicable building code requirements for building paper. Lap paper over foundation weep screed attachment flange, floor line flashing, and window/door head flashings. Refer to Sto Gide Details on the Sto website.

3.07 STUCCO INSTALLATION

A. Apply stucco in discrete panels without interruption to avoid cold joints and differences in appearance.

1. Abut wet stucco to set stucco at natural or architectural breaks in the wall such as expansion joints, pilasters, terminations, or changes in plane.

2. Hot or dry conditions accelerate drying and moisture loss from stucco which can diminish strength and resistance to cracking.

3. Under these conditions, adjustments in the application, scheduling and curing of stucco to prevent rapid loss of moisture are necessary to achieve a satisfactory stucco installation.

4. Cold temperatures retard drying and strength gain and adjustments may have to be made in the application, scheduling and curing of stucco to prevent damage from frost and other trades.

5. Do not install stucco during extremely hot, dry and/or windy conditions.

6. Do not install stucco during freezing conditions or on frozen substrates.

7. Do not install stucco onto grounds of accessories.

8. Completely embed lath and flanges of accessories and completely cover fastener attachments with stucco.

9. Moist cure stucco minimum 48 hours for optimum strength gain and resistance to cracking.

10. Allow final stucco application to completely dry (28 days) before applying primer or finish or until pH of stucco surface is less than 10 (except in the case of StoPrime Hot which can be applied 48 hours after completing moist cure of stucco).
11. The finished installation must be true, plumb and square.
12. Should stucco get into control or expansion joints, remove the stucco from within the joint before the stucco sets.
13. After satisfactory inspection of surfaces and correction of any deviations from specification requirements commence the stucco installation as described below:

B. Installation over StoGuard/Sto DrainScreen:

C. Weep Screed Installation - install where indicated on drawings.

D. Casing Bead and Expansion Joint Installation

1. Install casing beads at stucco terminations - doors, windows, and other through wall penetrations. Install two piece expansion joints (or back-to-back casing beads) at building expansion joints, where the stucco is to be installed over dissimilar construction or substrates, at changes in building height, at floor lines, columns, and cantilevered areas. Install full accessory pieces where possible and avoid small pieces. Seal adjoining pieces by embedding ends in sealant. Abut horizontal into vertical joint accessories. Attach at no more than 7 inches into framing with appropriate fasteners.

E. Lath Installation

1. Diamond Mesh Metal Lath
    a. General - Install metal lath with long dimensions at right angles to structural framing (horizontally on concrete or masonry substrates). Terminate lath at expansion joints. Don not install continuously across joints.
    b. Seams/Overlaps - Overlap side seams minimum 1/2 inch and end seams minimum 1 inch. Stagger end seams. Overlap casing beads and two piece expansion joints minimum 1 inch over narrow wing accessories, minimum 2 inches over expanded flange accessories. Do not install lath continuously behind expansion joints.
    c. Attachment - Fasten securely through sheathing into structural framing at 7 inches on center maximum vertically and 16 inches on center horizontally. Wire tie at no more than 9 inches on center at: side laps, accessory overlaps, and where end laps occur between supports.
2. Paper-backed Lath - Follow installation for metal lath. Lap lath over lath, not paper to lath overlap. For horizontal overlaps the paper backing must lap shingle style behind the lath to lath overlap.

F. One-Piece Expansion/Control Joint Installation

1. Cut lath into a straight line with shears at expansion/control joint location. Do not cut into or damage moisture barrier. Install one piece expansion/control joints over lath at through wall penetrations, for example, above and below doors and windows (unless another type of expansion joint is already provided at these locations). Install one piece expansion/control joints over lath every 144 ft^2. Wire tie one piece expansion/control joints to cut lath at no more than 7 inches on center. Do not exceed length to width ration of 2-1/2:1 in expansion/control joint layout and do not exceed more than 18 feet in any direction without an expansion/control joint.

2. If proposed joints are different than those shown on the drawings, confirm locations with Architect prior to installation.

G. Inside and Outside Corners

1. Bend lath at inside corners and extend minimum 24 inches past corner. Attach through lath into framing at no more than 7 inches on center with appropriate fasteners. Alternatively, butt lath at corners and attach corner lath at no more than 7 inches on center into framing with appropriate fasteners. Install corner bead at outside corners over lath; attach at no more than 7 inches on center into framing with appropriate fasteners.

H. Stucco Installation

1. Scratch Coat - Apply stucco with sufficient pressure to key into and embed the metal lath. Apply sufficient material, 3/8 to 1/2 inch, to cover the metal lath and to permit scoring the surface. Score the stucco upon completion of each panel in preparation for a second coat. Score horizontally.
2. Brown Coat - As soon as the first coat is firm enough to receive the second coat without damage, apply the second coat. Alternatively, moist cure the first coat up to 48 hours and dampen the scratched surface with water immediately before applying the second coat. Apply the second coat with sufficient pressure to ensure intimate contact with the first coat and as needed to bring the stucco to a uniform thickness that matches the grounds of the accessories. Use a rod or straight edge to bring the surface to a true, even plane. Fill depressions in plane with stucco. Final thickness by project conditions and specifications. Stucco shall be uniform in thickness throughout the wall area.
3. After the stucco has become slightly firm, float the surface lightly with a Darby or wood float to densify the surface and to provide a smooth, even surface.
4. Moist cure after the stucco has set by lightly fogging for at least 48 hours. Fog as frequently as required during the 48 hour period to prevent loss of moisture from the stucco. Avoid eroding the stucco surface with excess moisture. If relative humidity exceeds 75% the frequency of moist curing can be diminished.

I. Crack Defense:

1. Apply base coat over the moist cured stucco (and foam build-outs if not already reinforced with mesh) with appropriate spray equipment or a stainless steel trowel to a uniform thickness of approximately 1/8 inch (3 mm).
2. Work horizontally or vertically in strips of 40 inches (1016 mm), and immediately embed the mesh into the wet base coat by troweling from the center to the edge of the mesh.
3. Overlap mesh not less than 2-1/2 inches (64 mm) at mesh seams and at overlaps of detail mesh.
4. Feather seams and edges. Avoid wrinkles in the mesh.
5. The mesh must be fully embedded so that no mesh color shows through the base coat when it is dry.
6. Re-skim with additional base coat if mesh color is visible. Do not install base coat or mesh over joints or accessories in the stucco wall assembly.

J. Primer Installation

1. StoPrime Hot: Moist cure stucco for a minimum of 48 hours. Allow stucco to dry an additional 48 hours, then apply primer evenly with brush, roller or proper spray equipment over the clean, dry

stucco and foam build-outs, and allow to dry. Final age of primed stucco application must be minimum 7 days before application of finish.

K. Finish Installation

1. Apply finish to primed stucco when dry. Apply finish by spraying or troweling with a stainless steel trowel, depending on the finish specified. Follow the general rules below:Apply finish to minimum 28 day old stucco or primed stucco and foam build-outs, or when pH of stucco surface is less than 10. If StoPrime Hot is used as the primer the primed stucco/foam build-out surfaces need only be minimum 7 days old. Apply finish by spraying or troweling with a stainless steel trowel, depending on the finish specified. Follow these general rules for application of finish:

a. Avoid application in direct sunlight.

b. Apply finish in a continuous application, and work a wet edge towards the unfinished wall area. Work to an architectural break in the wall before stopping to avoid cold joints.

c. Weather conditions affect application and drying time. Hot or dry conditions limit working time and accelerate drying. Adjustments in the scheduling of work may be required to achieve desired results: cool or damp conditions extend working time and retard drying and may require added measures of protection against wind, dust, dirt, rain and freezing. Adjust work schedule and provide protection.

d. Do not install separate batches of finish side-by-side.

e. Do not apply finish into or over joints or accessories. Apply finish to outside face of wall only.

f. Do not apply finishes over irregular or unprepared surfaces, or surfaces not ins compliance with requirements of the project specifications.

g. Do not install finish over high pH (> 10) stucco surfaces or surfaces that have not been fully cured.

3.08 INSTALLATION OF TROWEL APPLIED AIR BARRIER AND STUCCO BROWN COAT OVER VERTICAL GRADE CONCRETE AND CONCRETE MASONRY

A. Coordinate work with other trades to ensure air barrier continuity with connections at foundation, floor lines, flashings, lintels and shelf angles, openings and penetrations such as pipes, vents, windows and doors, masonry anchors, rafters or beams, joints in construction, projections such as decks and balconies, and roof line.

B. Install materials only when surface and ambient temperature are minimum 40 degrees F (4 degrees C) and rising during application and drying period and below 100 degrees F (38 degrees C). Install air barrier material to dry or damp surfaces (no standing or glistening water).

C. Rough Opening Protection:

1. Install Sto RapidGuard over wood buck and lap onto Sto ExtraSeal minimum 2 inches (51 mm).

2. Do not install Sto ExtraSeal over Sto RapidGuard.

3. Limit extension of Sto RapidGuard to limit of expanded flange accessories. Refer to Sto Guide Detail 65c.25.

D. Skim Coat:

1. Concrete: install one coat of Sto ExtraSeal by spray or trowel in a uniform, continuous application at 1/8 inch (3 mm) thick. "Knock down" spray applications with a trowel. Do not install over working or moving joints or joint sealants.

2. Concrete Masonry: install one liberal coat of Sto ExtraSeal in a uniform, continuous application by spray or trowel at 1/8 inch (3 mm) thick. "Knock down" spray applications with a trowel. Surface must be free of voids and pinholes when dry. Final application must not show CMU surface texture or joints. Do not install over working or moving joints or joint sealants.

E. Transitions:

1. Install air barrier accessory material or auxiliary material at transition areas:

a. Foundations, floor lines, flashings, lintels, shelf angles.

b. Openings and penetrations such as pipes, vents, windows and doors, masonry anchors, rafters or beams, joints in construction, projections such as decks and balconies, and roof line.

c. Refer to Sto Guide Details 65c.xx. Limit extension of transition materials to limit of expanded flange accessories at stucco terminations.

F. Stucco Accessories: Install stucco accessories; casing beads, expansion and control joints, over air barrier with appropriate fasteners into supporting construction as required by ASTM C 926.

G. Scratch Coat: Apply approximate 3/8 inch (9 mm) scratch coat of Sto ExtraSeal by spray or trowel any time after the skim coat application is dry. Scratch the surface horizontally with a stucco rake tool. Moist cure the scratch coat during hot or extremely dry weather conditions.

H. Brown Coat: Allow scratch coat to dry minimum 24 hours and install stucco brown coat in accordance with applicable codes and manufacturer's requirements. Limit total thickness, including Sto ExtraSeal skim coat and scratch coat, stucco brown coat, and allowance for finish coat, to 5/8 inches (16 mm) maximum.

I. Crack Defense:

1. Apply base coat over moist cured stucco brown coat with spray equipment or stainless steel trowel to a uniform thickness of approximately 1/8 inch (3 mm).

2. Work horizontally or vertically in strips of 40 inches (1016 mm), and immediately embed mesh into wet base coat by troweling from center to edge of the mesh.

3. Overlap mesh 2-1/2 inches (64 mm) at mesh seams and at overlaps of detail mesh.

4. Feather seams and edges. Avoid wrinkles in the mesh. The mesh must be fully embedded so no mesh color shows through the base coat when it is dry.

5. Re-skim with additional base coat if mesh color is visible.

6. Do not install base coat or mesh over joints or accessories in stucco wall assembly.

3.09 **PRIMER INSTALLATION: MOIST CURE STUCCO BROWN COAT FOR A MINIMUM OF 48 HOURS.**

A. StoPrime Hot: Allow stucco to dry an additional 48 hours. Apply primer evenly with brush, roller or proper spray equipment over the clean, dry stucco, and allow to dry. Age of stucco must be minimum 7 days before application of finish.

1. Finish Installation: Apply finish to primed stucco and foam build-outs when dry.

a. Apply finish by spraying or troweling with a stainless steel trowel, depending on the finish specified.

b. Follow these general rules for application of finish:

2. Allow 28 day stucco age or check for pH less than 10 before applying finish. If StoPrime Hot is used, allow minimum 7 day age of stucco.

3. Avoid application in direct sunlight.

4. Apply finish in a continuous application, and work a wet edge towards the unfinished wall area. Work to an architectural break in the wall before stopping to avoid cold joints.

5. Weather conditions affect application and drying time.

a. Hot or dry conditions limit working time and accelerate drying.

b. Adjustments in the scheduling of work may be required to achieve desired results; cool or damp conditions extend working time and retard drying and may require added measures of protection against wind, dust, dirt, rain and freezing.

c. Adjust work schedule and provide protection.

6. Do not install separate batches of finish side-by-side.

7. Do not apply finish into or over sealant joints or joint accessories. Apply finish to outside face of wall only.

8. Do not apply finish over irregular, high pH, or unprepared surfaces, or surfaces not in compliance with the requirements of the project specifications.

3.10 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.

B. Repair non-conforming substrates and air barrier material installation to conform with project requirements.

C. Take corrective action to repair and replace, or reinstall materials, seal openings, gaps, or other sources of air leakage to conform with project performance requirements.

3.11 PROTECTION

A. Provide protection of installed materials from water infiltration into or behind them.

B. Provide protection of installed stucco from dust, dirt, precipitation, and freezing.

C. Provide protection of installed primer and finish coat from dust, dirt, precipitation, freezing and continuous high humidity until fully dry.

D. Sealant and backer material at stucco terminations and at fixture penetrations through the stucco to protect against air, water and insect infiltration.

E. Weeps at floor lines, window and door heads, and other areas to conduct water to exterior.

3.12 CLEANING AND PROTECTION

A. Clean and maintain the stucco finish for a fresh appearance and to prevent water entry into and behind the stucco. Repair cracks, impact damage, spalls or delamination promptly.

B. Maintain adjacent components of construction such as sealants, windows, doors, and flashing, to prevent water entry into the wall assembly.

C. Refer to Sto reStore Repair and Maintenance Guide for detailed information on stucco restoration - cleaning, repairs, recoating, resurfacing and refinishing, or re-cladding.

D. Clean products in accordance with the manufacturer's recommendations.

E. Touch-up, repair or replace damaged products before Substantial Completion.

3.13 **REPAIR**

A. Patching: Remove loose, damaged or defective plaster and replace with plaster of same composition; finish to match surrounding area.

B. Architect reserves the right to have patches/repairs go from corner to corner or between horizontal or vertical control joints.

END OF SECTION

SECTION 09 29 00 – GYPSUM BOARD

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Interior gypsum board.

B. Tile backing panels.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 – Rough Carpentry

D. Section 07 92 00 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.

E. Section 09 30 00 – Porcelain Ceramic Tile

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: For the following:

1. Abuse-resistant gypsum board
2. Mold-resistant gypsum board used for water-resistant gypsum backing board, Type X.
3. Trim and Joint treatment materials

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Utilize an installer having demonstrated experience on projects of similar size and complexity.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.06 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 – PRODUCTS

2.01 **GYPSUM BOARD, GENERAL**

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.02 **INTERIOR GYPSUM BOARD**

A. Abuse-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested according to ASTM C1629/c1629M.

1. Basis of Design: ToughRock Fireguard X Mold-Guard Abuse-Resistant Gypsum Board by Georgia-Pacific Gypsum.
2. Core: 5/8 inch (15.9 mm), Type X
3. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds Level 2 requirements.
4. Indentation: ASTM C1629/C1629M, meets or exceeds Level 2 requirements.
5. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds Level 2 requirements.
6. Long Edges: Tapered.
7. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

B. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.

1. Basis of Design: XP Fire-Shield Gypsum Board by Gold Bond Brand
2. Core: 5/8 inch (15.9 mm)
3. Mold Resistance: ASTM D 3273 score of 10 as rated according to ASTM D 3274.
4. Long Edges: Tapered

2.03 **TRIM AND ACCESSORIES**

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
2. Shapes:
   a. U-Bead: J-shaped; exposed short flange does not receive joint compound.
   b. L-Bead: L-Shaped; exposed long leg receives joint compound; use where indicated.
   c. LC--Bead J-Shaped; exposed long flange receives joint compound; use at edge trim; unless otherwise indicated.

B. Exterior Trim: ASTM C1047

1. Material: Hot-dip galvanized-steel sheet, plastic, or rolled zinc.
   a. Shapes:
      1) Cornerbead.
      2) LC-Bead: J-shaped; exposed long flange receives joint compound.

2.04 **JOINT TREATMENT MATERIALS**

A. General: Comply with ASTM C475/C475M.

1. Joint Tape:

a. Interior Gypsum Board: Paper.

b. Tile Backing Panels: As recommended by panel manufacturer.

2. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

a. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.

b. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.

1) Use setting-type compound for installing paper-faced metal trim accessories.

c. Fill Coat: For second coat, use drying-type, all-purpose compound.

d. Finish coat: For third coat (if needed), use drying-type, all-purpose compound.

2.05 **AUXILIARY MATERIALS**

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

2.06 **TEXTURE FINISHES**

A. Primer: As recommended by textured finish manufacturer.

B. Non-Aggregate Finish: Match existing adjacent.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 **INSTALLATION AND FINISHING OF PANELS, GENERAL**

A. Comply with ASTM C840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), as indicated in drawings.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.

2. Fit gypsum panels around ducts, pipes, and conduits.

3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

G. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

H. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.03 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install gypsum panels horizontally (parallel to framing) unless otherwise indicated and minimize end joints.

1. Stagger abutting end joints not less than one framing member in alternate courses of panels.

B. Fastening methods: Apply gypsum panels to supports with steel drill screws.

3.04 INSTALLATION OF TILE BACKING PANELS

A. Water-Resistant Backing Board: Install where indicated with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.

B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.05 INSTALLATION OF TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners unless otherwise indicated.

2. LC-Bead: Use at exposed panel edges.

3. L-Bead: Use as required.

C. Exterior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners unless otherwise indicated.

2. LC-Bead: Use at exposed panel edges.

3.06 **FINISHING GYPSUM BOARD**

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:

1. Level 1: Concealed areas, and where indicated.

2. Level 2: Panels that are substrate for tile.

4. Level 3: Not used.

6. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

a. Primer and its application to surfaces are specified in Section 09 91 01 "Interior Painting."

7. Level 5: Not used.

3.07 **PROTECTION**

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.

2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 09 30 00 - PORCELAIN CERAMIC TILE

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Tile for floor applications.

B. Tile for wall applications.

C. Ceramic accessories.

D. Non-ceramic trim.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 07 92 00 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.

D. Section 09 29 00 - Gypsum Board

1.03 REFERENCE STANDARDS

A. ANSI A108/A118/A136 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium). 2017.

B. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation 2010 (Reaffirmed 2016).

C. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation 2017.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

C. Samples: Provide two samples of each tile proposed, including proposed grout color and type. Indicate grout joint size for each proposed tile type.

D. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. Extra Tile: 5 percent of each size, color, and surface finish combination.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.

B. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.07 **FIELD CONDITIONS**

A. Do not install solvent-based products in an unventilated environment.

B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

PART 2 – PRODUCTS

2.01 **TILE**

A. **T-01**: Bathroom Walls

1. Supplier: Arizona Tile [Crossville]
2. Product: Color By Numbers
3. Color/Finish: Tea For Two; Gloss
4. Size: 4" x 8" x 1/4" thk.

B. **T-02**: Bathroom Wall Trim

1. Supplier: Arizona Tile [Crossville]
2. Product: Color By Numbers
3. Color/Finish: One of a Kind; Gloss
4. Size: 4" x 8" Cove Base

C. **T-03**: Bathroom Wall Trim

1. Supplier: Arizona Tile [Crossville]
2. Product: Color By Numbers
3. Color/Finish: One of a Kind; Gloss
4. Size: 2" or 4" Bullnose tile. Confirm height with window sill in field.

D. **T-04**: Window Sill

1. Supplier: Arizona Tile [Crossville]
2. Product: Color By Numbers
3. Color/Finish: One of a Kind; Gloss
4. Size: 4" x 8" x 1/4" thk.

E. **T-05**: Bathroom Floors

1. Supplier: Arizona Tile [American Olean]
2. Product: Unglazed Colorbody, Porcelain Mosaics
3. Color/Finish: Biscuit A13 + Black A34 - [TO BE CONFIRMED]
4. Size: 2" x 2" x 1/4" (Hexagon)
5. Material: Rectified Glazed Porcelain
6. Dynamic C.O.F Wet: 0.58
7. P.E.I. Rating: 4

8. Frostproof: Yes

2.02 **SUPPLIERS**

A. Arizona Tile

5800 Venice Ave. NE

Albuquerque, NM 87113

Contact: Eric Apodaca; 505-883-6076; eapodaca@arizonatile.com

B. Crossville Studios

5901 Pan American Fwy, NE Unit D5

Albuquerque, NM 87109

Contact: 505-345-5505; kgaines@crossvillestudios.com

2.03 **TRIM AND ACCESSORIES**

A. Ceramic Accessories: Glazed finish, same color and finish as adjacent field tile; same manufacturer as tile.

2.04 **SETTING MATERIALS**

A. Manufacturers: Laticrete International, Inc. www.laticrete.com/#sle. Basis of Design.

1. Product: Laticrete, LHT

a. Use: Floors

b. Type: Polymer modified large and heavy tile mortar specifically for one-step installation of large format tile on floors.

2. Product: Laticrete, 4-XLT

a. Use: Walls

b. Type: Polymer fortified adhesive mortar for large format tile on walls; thinset application.

3. Or as recommended by the tile manufacturer for the specific product and application; with Architect's approval.

2.05 **GROUT**

A. Manufacturers: Laticrete International, Inc. www.laticrete.com/#sle. Basis of Design.

1. Product: Laticrete, PermaColor

a. Use: High performance polymer modified grout: ANSI A118.7 Polymer Modified Cement Grout.

b. Type: Floors and walls

c. Color: to be selected by Architect from Manufacturers full range

2. Or as recommended by the tile manufacturer for the specific product and application; with Architect's approval.

B. Joints:

1. Tiles smaller than or equal to 12" x 24" = 1/16"

2. Tiles larger than 12" x 24" = 1/8"

3. No joint shall be larger than 1/8"

C. Manufacturers:

1. LATICRETE International, Inc; www.laticrete.com/#sle.

2. Substitutions: See Section 01 25 00 – Substitution Procedures

2.06 **MOCK UPS**

A. Provide mock-up for all different tile/ grout situations. Approximately 12 x 12 inches or as required to review.

B. Mockups may be part of tile installation where approved.

2.07 **MAINTENANCE MATERIALS**

A. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.

1. Composition: Water-based colorless silicone.

2. Products:

a. Merkrete, by Parex USA, Inc; Merkrete Grout Sealer: www.merkrete.com or equal.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.

D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within the following limits:

1. Moisture Emission Rate: Not greater than 3 lb per 1000 sq ft per 24 hours, test in accordance with ASTM F1869.

2. Alkalinity (pH): Verify pH range of 5 to 9, test in accordance with ASTM F710.

E. Verify that required floor-mounted utilities are in correct location.

3.02 **PREPARATION**

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.

E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.03 **INSTALLATION - GENERAL**

A. Install tile, thresholds and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.

B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.

C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

E. Form internal angles square and external angles bullnosed.

F. Install ceramic accessories rigidly in prepared openings.

G. Install non-ceramic trim in accordance with manufacturer's instructions.

H. Install thresholds where indicated.

I. Sound tile after setting. Replace hollow sounding units.

J. Keep control and expansion joints free of mortar, grout, and adhesive.

K. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

L. Grout tile joints unless otherwise indicated. Use high performance grout. .

M. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 **INSTALLATION - FLOORS - THIN-SET METHODS**

A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout, unless otherwise indicated.

1. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

3.05 **INSTALLATION - WALL TILE**

A. Over greenboard backer on studs, install in accordance with TCNA (HB) Method W244, using membrane at toilet rooms.

B. Over gypsum wallboard on wood or metal studs install in accordance with TCNA (HB) Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

C. Over interior concrete and masonry install in accordance with TCNA (HB) Method W202, thin-set with dry-set or latex-Portland cement bond coat.

3.06 **CLEANING**

A. Clean tile and grout surfaces.

3.07 **PROTECTION**

A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION

SECTION 09 77 00 – FIBERGLASS REINFORCED PANELS (FRP)

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Fiberglass Reinforced Panels (FRP)

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry

D. Section 09 29 00 - Gypsum Board

E. Section 09 91 01 - Interior Painting

1.03 REFERENCE STANDARDS

A. ASTM D 5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2018b.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide data on wall coverings and adhesive.

C. Shop Drawings: Indicate wall elevations with seaming layout as needed.

D. Samples: Submit two samples of wall covering, 8 inch by 8 inch in size illustrating color, finish, and texture.

1. Exposed Molding and Trim: Provide samples of each type, finish, and color.

E. Manufacturer's Installation Instructions: Indicate storage and handling requirements and recommendations and installation methods.

F. Maintenance Data: Submit data on cleaning, touch-up, and repair of covered surfaces.

1.05 QUALITY ASSURANCE

A. Sanitary Standards: System Components and finishes to comply with:

1. United States Department of Agriculture (USDA) requirements for food preparation facilities, incidental contact.

2. Food and Drug Administration (FDA) 1999 Food Code 6-101.11.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials factory or vendor packaged on strong pallets. Inspect materials at arrival on site to verify acceptability.

B. Store and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (70^{o}) for 48 hours prior to installation.

C. Protect packaged adhesive from temperature cycling and cold temperatures.

1.07 **FIELD CONDITIONS**

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the adhesive or wall covering product manufacturer.

B. Maintain these conditions 48 hours before, during, and after installation of adhesive and wall covering.

1.08 **WARRANTY**

A. Furnish one-year guarantee against defects in material and workmanship.

PART 2 – PRODUCTS

2.01 **ACCEPTABLE MANUFACTURER**

A. FRP:

1. Marlite (or equal):
   202 Hanger Street
   Dover, OH 44622
   800-377-1221
   Email: info@marlite.com
   www.marlite.com

2. Product:

   a. Type + Texture: Marlite Standard P100 (pebbled)

   b. Color: 100 White

   c. Size: 48" x 120" x .09"

   d. Back Surface: Smooth

   e. Moldings: M365 Division (PVC trim) in 120" length.

2.02 **ACCESSORIES**

A. Fasteners: Non-staining nylon drive rivets

1. Match panel colors

2. Length to suit project conditions

B. Adhesive: Comply with ASTM C557 and manufacturer's recommendations.

1. Marlite C-375 Construction Adhesive - Flexible, water-resistant, solvent based adhesive, formulated for fast, easy application.

C. Sealant:

1. Marlite Brand MS-251 White Silicone Sealant

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that substrate surfaces are ready to receive work, are plumb and straights, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with adjoining surface.

3.02 **PREPARATION**

A. Fill cracks in substrate and smooth irregularities with filler; sand smooth, per manufacturer's requirements.

B. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.

C. Vacuum clean surfaces free of loose particles.

3.03 **INSTALLATION**

A. Comply with manufacturer's recommended procedures and installation sequence.

B. Cut sheets to meet supports allowing 1/8" clearance for every 8 foot of panel.

1. Cut and drill with carbide tipped saw blades or drill bits, or cut with shears (FRP).

2. Pre-drill fastener holes 1/8" oversize with high-speed drill bit.

a. Space at 8" maximum on center at perimeter, approximately 1" from panel edge.

b. Space at infield in rows 16 foot on center, with fasteners spaced at 12" maximum on center.

C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.

1. Install panels with manufacturer's recommended gap for panel field and corner joints.

a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.

b. Drive fasteners for snug fit. Do not over-tighten.

D. Apply panel moldings to all panel edges using silicone sealant provided for required clearances.

1. All moldings must provide for a minimum 1/8" of panel expansion at joints and edges, to insure proper installation.

2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

E. Remove excess adhesive while wet from seam before proceeding to next wall covering sheet. Wipe clean with dry cloth.

3.04 **CLEANING**

A. Clean wall coverings of excess adhesive, dust, dirt, and other contaminants. Wipe panels with a damp cloth and mild soap solution or cleaner.

B. Refer to manufacturer’s specific cleaning recommendations. Do not use abrasive cleaners.

C. Reinstall wall plates and accessories removed prior to work of this section.

END OF SECTION 09 77 00

SECTION 09 91 00 - EXTERIOR PAINTING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Wood – Structural, Decking, Windows, Doors, Trim

B. Pebbledash Stucco

C. Flashing

D. Steel – Corner Guards, Sign

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 05 50 00 - Steel Corner Guards: Shop-primed items.

D. Section 07 62 00 – Sheet Metal Flashing and Trim

E. Section 09 24 00 – Portland Cement Stucco with PebbleDash Render

1.03 REFERENCE STANDARDS

A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2016.

B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

C. SSPC V1 (PM1) - Good Painting Practice: Painting Manual, Volume 1 2016.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:

1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
2. MPI product number (e.g. MPI #47).
3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit samples on rigid backing, 8 inches square minimum
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each Sample for location and application area.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 77 00 – Closeout Procedures, for additional provisions.
2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
3. Label each container with color in addition to the manufacturer's label.

1.05 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 **FIELD CONDITIONS**

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Provide paints and finishes from the same manufacturer to the greatest extent possible.

1. In the event that a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.

C. Paints:

1. Dunn-Edwards: https://www.dunnedwards.com

D. Primer Sealers: Same manufacturer as top coats.

E. Substitutions: See Section 01 25 00 – Substitution Procedures.

2.02 **PAINTS AND FINISHES - GENERAL**

A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.

1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. Supply each paint material in quantity required to complete entire project's work from a single production run.

3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compounds: Indicate VOC Content.

2.03 **PAINT SYSTEMS - EXTERIOR**

A. Products: As indicated in the Drawings or Schedule.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

F. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance.

D. Sand wood and metal surfaces lightly between coats to achieve required finish.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING AND PROTECTION

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

B. Protect finishes until completion of project.

C. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 09 91 01 - INTERIOR PAINTING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Finish interior surfaces exposed to view, unless fully factory-finished or otherwise indicated.

1. Gypsum Board – walls and ceiling
2. Wood – Doors, Frames, Trim, Wainscot, and Base
3. Brick – Exposed in Baggage Room
4. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 20 00 – Finish Carpentry

D. Section 09 29 00 – Gypsum Board

1.03 REFERENCE STANDARDS

A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2016.

B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.

1.04 SUBMITTALS

A. See Section 01 30 00 – Submittal Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:

1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
2. MPI product number (e.g. MPI #47).
3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit samples on rigid backing, 8 inches square minimum
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each Sample for location and application area.

D. Manufacturer's Instructions: Indicate special surface preparation procedures.

E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces and color samples of each color and finish used.

F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 77 00 – Closeout Procedures, for additional provisions.
2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
3. Label each container with color in addition to the manufacturer's label.

1.05 **QUALITY ASSURANCE**

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.06 **DELIVERY, STORAGE, AND HANDLING**

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 **FIELD CONDITIONS**

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

C. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.

D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 – PRODUCTS

2.01 **MANUFACTURERS**

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.

B. Paints:

1. Basis of Design: Dunn-Edwards, https://www.dunnedwards.com

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: See Section 01 25 00 – Substitution Procedures.

2.02 **PAINTS AND FINISHES - GENERAL**

A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.

1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
2. Supply each paint material in quantity required to complete entire project's work from a single production run.

3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compounds: Indicate VOC Content.

2.03 **PAINT SYSTEMS - INTERIOR**

A. Interior Surfaces to be Painted, Unless Otherwise Indicated:

1. Two top coats and one coat primer.

2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.

a. Products: As indicated in the Drawings or Schedule.

2.04 **ACCESSORY MATERIALS**

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

C. Test shop-applied primer for compatibility with subsequent cover materials.

D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:

1. Gypsum Wallboard: 12 percent.

2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 **PREPARATION**

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

F. Ferrous Metal:

1. Solvent clean according to SSPC-SP 1.

2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3. Remove rust, loose mill scale, and other foreign substances using using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

G. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 **APPLICATION**

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Sand wood and metal surfaces lightly between coats to achieve required finish.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 **CLEANING AND PROTECTION**

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

B. Protect finishes until completion of project.

C. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 10 14 00 - SIGNAGE

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Room and door signs.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

1.03 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.

C. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.

1. Submit for approval by Owner through Architect prior to fabrication.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Package signs as required to prevent damage before installation.

B. Package room and door signs in sequential order of installation, labeled by floor or building.

C. Store tape adhesive at normal room temperature.

1.07 FIELD CONDITIONS

A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.

B. Maintain this minimum temperature during and after installation of signs.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Flat Signs:

1. Eaglestone Products . https://eaglestoneproducts.com/

a. ADA restroom signs:

1) Product Code: EP5002-STEEL

b. ADA janitor closet sign:

1) Product Code: EP5076-STEEL

2. Substitutions: See Section 01 25 00 – Substitution Procedures.

2.02 **ACCESSORIES**

A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.

B. Secure all signage for theft deterrence. Do not tape.

PART 3 – EXECUTION

3.01 **EXAMINATION**

A. Verify that substrate surfaces are ready to receive work.

3.02 **INSTALLATION**

A. Install in accordance with manufacturer's instructions.

B. Install neatly, with horizontal edges level.

C. Locate signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.

D. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION

SECTION 10 28 00 - TOILET AND MISCELLANEOUS ACCESSORIES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Commercial toilet and miscellaneous accessories.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry

D. Section 09 29 00 - Gypsum Board

E. Section 09 30 00 - Porcelain Ceramic Tile

F. Section 22 40 00 - Plumbing Fixtures

1.03 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.

B. ASTM F2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use 2004, with Editorial Revision (2016).

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

1.05 SUBMITTALS

A. See Section 01 25 00 – Substitution Procedures for substitution requirements.

B. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

1. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

2. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

3. Schedule: Submit an accessory schedule, indicating type and quantity to be installed in each washroom and janitor closet.

1.06 WARRANTY

A. Manufacturer's Warranty for Washroom Accessories: Manufacturer's standard one-year warraty for materials and workmanship.

B. Manufacturer's Warranty for Baby Changing Station: Manufacturer's standard five-year limited warranty on materials and workmanship, including provision for replacement due to vandalism.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Commercial Toilet and Bath Accessories:

1. Basis of Design: Bobrick; www.bobrick.com.

B. Diaper Changing Stations:

1. Basis of Design: Koala Kare Products: www.koalabear.com/#sle.

C. Provide products of each category type by single manufacturer.

2.02 **MATERIALS**

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

B. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.

C. Adhesive: Two component epoxy type, waterproof.

D. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

2.03 **FINISHES**

A. Stainless Steel: Satin finish, unless otherwise noted.

2.04 **TOILET AND MISCELLANEOUS ACCESSORIES**

A. **A-01**: Grab Bar 18"

1. Manufacturer: Bobrick
2. Series: B5806
3. Length: 18"
4. Finish: Stainless steel, satin, smooth
5. Flange: Snap flange
6. Push/Pull Point Load: 250 pound-force, minimum.
7. Dimensions: 1-1/4 inch outside diameter, minimum 0.05 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.

B. **A-02**: Grab Bar 36"

1. Manufacturer: Bobrick
2. Series: B5806
3. Length: 36"
4. Finish: Stainless steel, satin, smooth
5. Flange: Snap flange
6. Push/Pull Point Load: 250 pound-force, minimum.
7. Dimensions: 1-1/4 inch outside diameter, minimum 0.05 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.

C. **A-03**: Grab Bar 42"

1. Manufacturer: Bobrick
2. Series: B5806

3. Length: 42"
4. Finish: Stainless steel, satin, smooth
5. Flange: Snap flange
6. Push/Pull Point Load: 250 pound-force, minimum.
7. Dimensions: 1-1/4 inch outside diameter, minimum 0.05 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.

D. **A-04**: Baby Changing Station

1. Manufacturer: Koala Kare
2. Style: KB101, White Granite
3. Type: Vertical wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
4. Dimensions: 22" wide x 35.5" tall x 5.25" deep
5. Material: FDA approved injection-molded polypropylene with Microban^{R} antimicrobial additive embedded in the bed surface. Provide nylon safety strap and bag hooks for built-in liner dispenser.

E. **A-05**: Mirror

1. Manufacturer: Bobrick
2. Series: B-293 2436
3. Dimensions: 24" wide x 36" high x slanted
4. Finish: Stainless steel, #304, heavy-gauge stainless steel
5. Mirror: No. 1 quality, 1/4" select float glass, selected for silvering; electrolytically copper-plated by the galvanic process, guaranteed for 15 years against silver spoilage. Edges polished and protected by plastic filler strips. Back protected by full-size, shock-absorbing, water-resistant, nonabrasive, 18" thick polystyrene padding.
6. NOTE: Provide additional Anti-Graffiti Film at Mirrors
    a. Manufacturer: 3M
    b. Type: Anti-Graffiti Film

F. **A-06**: Soap Dispenser

1. Manufacturer: Bobrick
2. Series: Contura 818605
3. Dimensions: 7" wide x 6-1/8" high x 3-5/16" deep (including dispenser)
4. Type: Wall (surface) mounted
5. Finish: Type-316 stainless steel with satin finish
6. Capacity: 40-fl oz.

G. **A-07**: Combination Towel + Waste Unit

1. OFCI - Owner furnished/Contractor installed

2. Manufacturer: Bobrick
3. Series: TrimLine Series B-36903
4. Dimensions (R/O): 11-1/2" wide x 29-1/2" high x 3-3/4" deep
5. Type: Recessed Paper Towel Dispenser and Waste Receptacle

H. **A-08**: Toilet Tissue Dispenser

1. OFCI - Owner furnished/Contractor installed
2. Manufacturer: Bobrick
3. Series: B-2890
4. Dimensions: 21-5/16" diam x 4-29/64" deep
5. Type: Surface-mounted single jumbo-roll toilet tissue dispenser

I. **A-09**: Feminine Product Dispenser

1. Manufacturer: Bobrick
2. Series: ClassicSeries B-3706 25
3. Dimensions (R/O): 12-1/2" wide x 26-3/8" high x 4" deep
4. Type: Semi-recessed napkin/tampon dispenser; coin operated
5. Finish: 18-8, type-304, stainless steel

J. **A-10**: Feminine Product Disposal

1. Manufacturer: Bobrick
2. Series: B-35303
3. Dimensions (R/O): 11-1/2" wide x 17-1/4" high x 3-3/4" deep
4. Type: Stainless steel recessed sanitary napkin tampon disposal
5. Finish: 18-8, type-304, stainless steel

K. **A-11**: Mop and Broom Holder: Janitor's Closet

1. Manufacturer: Bobrick.
2. Series: B-223 x 36
3. Dimensions: 36" wide x 5" tall x 3" deep (4-1/4" with mop clip)
4. Type: 0.05 inch thick stainless steel, Type 304, hat-shaped channel.
5. Holders: Three spring-loaded rubber cam holders.

L. **A-12**: Robe Hook

1. Manufacturer: Bobrick
2. Series: Classic Series B-6717
3. Dimensions: 2" wide x 1-1/4" high x 2" deep
4. Type: Surface-mounted single robe hook
5. Finish: Satin-finish stainless steel

M. **A-13**: Stainless Steel Shelf - Janitor's Closet

1. Manufacturer: Bobrick
2. Series: B-298 x 24
3. Dimensions: 24" wide x 3" high x 8" deep
4. Type/Finish: 18-8, type 304, 18-gauge stainless steel shelf with satin finish and 3/4" return edge for maximum rigidity.

PART 3 – EXECUTION

3.01 EXAMINATION AND INSTALLATION

A. Verify existing conditions before starting work.

B. Verify exact location of accessories for installation and coordination with block or recess. Refer to manufacturer's recommendations for blocking.

1. Use fasteners and anchors suitable for substrate and project conditions.
2. Mounting heights as required for accessibility.

C. Verify that field measurements are as indicated on drawings.

D. Verify location does not interfere with door swings or use of fixtures.

E. Install unit rigid, straight, plumb, and level in accordance with manufacturer’s installation instructions and approved shop drawings.

F. Test for proper operation.

3.02 CLEANING + PROTECTION

A. Clean exposed surfaces of compartments, hardware, and fittings using methods acceptable to the manufacturer.

B. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

SECTION 10 44 13 - FIRE EXTINGUISHERS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Fire extinguishers.

1.02 RELATED REQUIREMENTS

A. Division 00 – Procurement and Contracting Requirements

B. Division 01 – General Requirements

C. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

A. NFPA 10 - Standard for Portable Fire Extinguishers 2017.

1.04 SUBMITTALS

A. See Section 01 30 00 - Submittal Requirements, for submittal procedures.

B. See Section 01 25 00 - Substitution Procedures for substitution requirements.

C. Product Data: Provide extinguisher operational features.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

1.05 FIELD CONDITIONS

A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Fire Extinguishers and Accessories:

1. Larsen's Manufacturing Co; www.larsensmfg.com/#sle.

2.02 FIRE EXTINGUISHERS

A. Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.

1. Provide extinguishers labeled by UL (DIR) or FM (AG) for purpose specified and as indicated.

B. Multi-Purpose Dry Chemical Extinguisher, MP-5

2.03 EXTINGUISHER BRACKETS

A. Provide wall-mounted brackets to install extinguisher securely to the wall.

PART 3 – EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify rough openings for cabinet are correctly sized and located.

3.02 **INSTALLATION**

A. Install in accordance with manufacturer's instructions.

B. Secure rigidly in place.

3.03 **MAINTENANCE**

A. See Section 01 77 00 - Closeout Procedures, for additional requirements.

B. Provide a separate maintenance contract for specified maintenance service.

END OF SECTION

SECTION 220553 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe markers.

1.02 REFERENCE STANDARDS

A. ASME A13.1 - Scheme for the Identification of Piping Systems.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

A. Piping: Pipe markers.

2.02 PIPE MARKERS

A. Comply with ASME A13.1.

B. Plastic Pipe Markers: Factory fabricated, flexible, semi- rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.

D. Color code as follows:

1. Potable, Cooling, Boiler, Feed, Other Water: Green with white letters.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Install plastic pipe markers in accordance with manufacturer's instructions.

B. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.

END OF SECTION

SECTION 220719 - PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping insulation.

B. Jackets and accessories.

1.02 REFERENCE STANDARDS

A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.

B. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.

C. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.

D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.03 SUBMITTALS

A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER

A. Insulation: ASTM C547 and ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.

1. K Value: ASTM C177, 0.24 at 75 degrees F.
2. Maximum Service Temperature: 650 degrees F.
3. Maximum Moisture Absorption: 0.2 percent by volume.

B. Vapor Barrier Jacket: White Kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

C. Vapor Barrier Lap Adhesive: Compatible with insulation.

D. Indoor Vapor Barrier Finish:

1. Vinyl emulsion type acrylic, compatible with insulation, white color.

2.03 JACKETS

A. PVC Plastic.

1. Jacket: One piece molded type fitting covers and sheet material, off-white color.

a. Minimum Service Temperature: 0 degrees F.

b. Maximum Service Temperature: 150 degrees F.

c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.

d. Thickness: 10 mil.

e. Connections: Brush on welding adhesive.

2. Covering Adhesive Mastic: Compatible with insulation.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that piping has been tested before applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with North American Insulation Manufacturers Association (NAIMA) National Insulation Standards.

C. Exposed Piping: Locate insulation and cover seams in least visible locations.

D. Glass fiber insulated pipes conveying fluids below ambient temperature:

1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.

2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.

E. For hot piping conveying fluids 140 degrees F or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

F. Glass fiber insulated pipes conveying fluids above ambient temperature:

1. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.

2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

G. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 078400.

H. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

3.03 SCHEDULES

A. Plumbing Systems: Per 2018 IECC.

END OF SECTION

SECTION 221005 - PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipe, pipe fittings, specialties, and connections for piping systems.

1. Sanitary sewer.
2. Domestic water.
3. Flanges, unions, and couplings.
4. Pipe hangers and supports.
5. Ball valves.

1.02 REFERENCE STANDARDS

A. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300.

B. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.

C. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.

D. ASME B31.1 - Power Piping.

E. ASME B31.9 - Building Services Piping.

F. ASSE 1003 - Performance Requirements for Water Pressure Reducing Valves for Domestic Water Distribution Systems.

G. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

H. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.

I. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.

J. ASTM B32 - Standard Specification for Solder Metal.

K. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.

L. ASTM B88 - Standard Specification for Seamless Copper Water Tube.

M. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric).

N. ASTM B813 - Standard Specification for Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube.

O. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings.

P. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

Q. ASTM D2564 - Standard Specification for Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.

R. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.

S. ASTM D2855 - Standard Practice for the Two-Step (Primer & Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets.

T. ASTM D3034 - Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

U. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems.

V. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements.

W. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.

X. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

Y. NSF 61 - Drinking Water System Components - Health Effects.

Z. NSF 372 - Drinking Water System Components - Lead Content.

1.03 SUBMITTALS

A. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

B. Shop Drawings: Submit detailed layout developed for this project, with design calculations for loadings and spacings.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with applicable codes.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Potable Water Supply Systems: Provide piping, pipe fittings, and solder and flux (if used), that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 SANITARY SEWER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Cast Iron Pipe: ASTM A74 extra heavy weight.

1. Fittings: Cast iron.

2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.

B. PVC Pipe: ASTM D2665 or ASTM D3034.

1. Fittings: PVC.

2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.03 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.

1. Fittings: Cast iron.

2. Joint Seals: ASTM C564 neoprene gaskets, or lead and oakum.

B. PVC Pipe: ASTM D2665.

1. Fittings: PVC.

2. Joints: Solvent welded, with ASTM D2564 solvent cement.

2.04 DOMESTIC WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Copper Pipe: ASTM B42, hard drawn.

1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22 wrought copper and bronze.

2.05 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tube: ASTM B88 (ASTM B88M), Type K (A), Drawn (H).

1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.

2. Joints: ASTM B32, alloy Sn95 solder.

2.06 NATURAL GAS PIPING, BURIED BEYOND 5 FEET OF BUILDING

A. Steel Pipe: ASTM A53/A53M Schedule 40 black.

1. Fittings: ASTM A234/A234M, wrought steel welding type, with AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil polyethylene tape.

2. Joints: ASME B31.1, welded.

2.07 NATURAL GAS PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Steel Pipe: ASTM A53/A53M Schedule 40 black.

1. Fittings: ASTM A234/A234M, wrought steel welding type.

2. Joints: ASME B31.1, welded.

3. Jacket: AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil polyethylene tape.

2.08 NATURAL GAS PIPING, ABOVE GRADE

A. Steel Pipe: ASTM A53/A53M Schedule 40 black.

1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.

2. Joints: Threaded or welded to ASME B31.1.

2.09 FLANGES, UNIONS, AND COUPLINGS

A. Unions for Pipe Sizes 3 Inches and Under:

1. Copper Tube and Pipe: Class 150 bronze unions with soldered joints.

B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.10 PIPE HANGERS AND SUPPORTS

A. Provide hangers and supports that comply with MSS SP-58.

1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
3. Trapeze Hangers: Welded steel channel frames attached to structure.
4. Vertical Pipe Support: Steel riser clamp.

B. Plumbing Piping - Drain, Waste, and Vent:

1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.

C. Plumbing Piping - Water:

1. Hangers for Pipe Sizes 1/2 Inch to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.

D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:

1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.

2.11 BALL VALVES

A. Construction, {CH#83365} and Smaller: MSS SP-110, Class 150, {CH#83369} CWP, {CH#83370} body, {CH#83371} ball, regular port, teflon seats and stuffing box ring, blow-out proof stem, lever handle{CH#83366}, {CH#83367} ends{CH#83368}.

2.12 WATER PRESSURE REDUCING VALVES

A. Up to 2 Inches:

1. ASSE 1003, bronze body, stainless steel, and thermoplastic internal parts, fabric reinforced diaphragm, strainer, threaded single union ends.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.

D. Install piping to maintain headroom, conserve space, and not interfere with use of space.

E. Group piping whenever practical at common elevations.

F. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.

G. Provide access where valves and fittings are not exposed.

H. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813; in potable water systems use flux also complying with NSF 61 and NSF 372.

I. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.

J. Sleeve pipes passing through partitions, walls, and floors.

K. Pipe Hangers and Supports:

1. Install in accordance with ASME B31.9.
2. Support horizontal piping as indicated.
3. Place hangers within 12 inches of each horizontal elbow.
4. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
6. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

3.04 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

C. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

D. Install ball valves for throttling, bypass, or manual flow control services.

3.05 TOLERANCES

A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.

B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 SERVICE CONNECTIONS

A. Provide new water service complete with approved reduced pressure backflow preventer and water meter with by-pass valves, pressure reducing valve, and sand strainer.

3.07 SCHEDULES

A. Pipe Hanger Spacing:

1. Metal Piping:

a. Pipe Size: 1/2 inches to 1-1/4 inches:

1) Maximum Hanger Spacing: 6.5 ft.

2) Hanger Rod Diameter: 3/8 inches.

2. Plastic Piping:

a. All Sizes:

1) Maximum Hanger Spacing: 6 ft.

2) Hanger Rod Diameter: 3/8 inch.

END OF SECTION

SECTION 221006 - PLUMBING PIPING SPECIALTIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Drains.

B. Cleanouts.

C. Backflow preventers.

D. Double check valve assemblies.

E. Water hammer arrestors.

F. Sumps.

G. Mixing valves.

1.02 REFERENCE STANDARDS

A. ASSE 1012 - Performance Requirements for Backflow Preventers with an Intermediate Atmospheric Vent.

B. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Principle Fire Protection Backflow Preventers.

C. NSF 61 - Drinking Water System Components - Health Effects.

D. NSF 372 - Drinking Water System Components - Lead Content.

E. PDI-WH 201 - Water Hammer Arresters.

1.03 SUBMITTALS

A. Product Data: Provide component sizes, rough-in requirements, service sizes, and finishes.

B. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept specialties on site in original factory packaging. Inspect for damage.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Specialties in Potable Water Supply Systems: Provide products that comply with NSF 61 and NSF 372 for maximum lead content.

2.02 DRAINS

A. Floor Drain (FD):

B. Floor Sink (FS):

1. Lacquered cast iron body with dome strainer and seepage flange.

2.03 CLEANOUTS:

A. Cleanouts at Exterior Surfaced Areas:

1. Round cast nickel bronze access frame and non-skid cover.

B. Cleanouts at Interior Finished Floor Areas:

1. Lacquered cast iron body with anchor flange, reversible clamping collar, threaded top assembly, and round gasketed scored cover in service areas and round gasketed depressed cover to accept floor finish in finished floor areas.

C. Cleanouts at Interior Finished Wall Areas:

1. Line type with lacquered cast iron body and round epoxy coated gasketed cover, and round stainless steel access cover secured with machine screw.

2.04 BACKFLOW PREVENTERS

A. Reduced Pressure Backflow Preventers:

1. ASSE 1013; bronze body with bronze internal parts and stainless steel springs; two independently operating, spring loaded check valves; diaphragm type differential pressure relief valve located between check valves; third check valve that opens under back pressure in case of diaphragm failure; non-threaded vent outlet; assembled with two gate valves, strainer, and four test cocks.

2.05 DOUBLE CHECK VALVE ASSEMBLIES

A. Manufacturers:

B. Double Check Valve Assemblies:

1. ASSE 1012; Bronze body with corrosion resistant internal parts and stainless steel springs; two independently operating check valves with intermediate atmospheric vent.

2.06 WATER HAMMER ARRESTORS

A. Water Hammer Arrestors:

1. Stainless steel construction, bellows type sized in accordance with PDI-WH 201, precharged suitable for operation in temperature range minus 100 to 300 degrees F and maximum 250 psi working pressure.

2.07 SUMPS

A. Glass fiber reinforced with required openings and drainage fittings.

B. Cover: 3/8 inch thick checkered steel plate with gasket seal frames and anchor bolts.

2.08 MIXING VALVES

A. Thermostatic Mixing Valves:

1. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Ensure clearance at cleanout for rodding of drainage system.

C. Encase exterior cleanouts in concrete flush with grade.

D. Install floor cleanouts at elevation to accommodate finished floor.

E. Install approved potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibbs.

F. Pipe relief from backflow preventer to nearest drain.

G. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping to lavatory sinks.

H. Install air chambers on hot and cold water supply piping to each fixture or group of fixtures (each washroom). Fabricate same size as supply pipe or 3/4 inch minimum, and minimum 18 inches long.

END OF SECTION

SECTION 224000 - PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Water closets.

B. Lavatories.

C. Sinks.

D. Mop sinks.

E. Under-lavatory pipe supply covers.

F. Drinking fountains.

1.02 REFERENCE STANDARDS

A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design.

B. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures.

C. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures.

D. ASSE 1070 - Performance Requirements for Water Temperature Limiting Devices.

E. ICC A117.1 - Accessible and Usable Buildings and Facilities.

F. NSF 61 - Drinking Water System Components - Health Effects.

G. NSF 372 - Drinking Water System Components - Lead Content.

H. UL (DIR) - Online Certifications Directory.

1.03 SUBMITTALS

A. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on site in factory packaging. Inspect for damage.

B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.

2.02 REGULATORY REQUIREMENTS

A. Comply with applicable codes for installation of plumbing systems.

B. Comply with UL (DIR) requirements.

C. Provide certificate of compliance from Authority Having Jurisdiction indicating approval of installation.

2.03 TANK TYPE WATER CLOSETS: SEE DRAWINGS FOR SPECIFICATION.

2.04 LAVATORIES: SEE DRAWINGS FOR SPECIFICATION.

A. Sensor Operated Faucet: Cast brass, chrome plated, deck mounted with sensor located on neck of spout.

1. Spout Style: Standard.
2. Power Supply: 120 VAC.
    a. Direct wired to junction box.
    b. For 6V or 24V applications, provide transformer.
3. Mixing Valve: Internal, automatic.
4. Water Supply: 3/8 inch compression connections.
5. Aerator: Vandal resistant, 0.5 GPM, laminar flow device.
6. Finish: Polished chrome.

B. Thermostatic Mixing Valve: Thermostatic mixing valve, ASSE 1070 listed, with combination stop, strainer, and check valves, and flexible stainless steel connectors.

2.05 SINKS: SEE DRAWINGS FOR SPECIFICATION.

2.06 UNDER-LAVATORY PIPE SUPPLY COVERS

A. General:

1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
2. Exterior Surfaces: Smooth nonabsorbent with no finger recessed indentations for easy cleaning.
3. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
    a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
    b. Comply with ICC A117.1.
4. Color: High gloss white.

2.07 DRINKING FOUNTAINS: SEE DRAWINGS FOR SPECIFICATION.

2.08 MOP SINKS: SEE DRAWINGS FOR SPECIFICAITON.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

3.02 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.03 INSTALLATION

A. Install each fixture with trap, easily removable for servicing and cleaning.

B. Provide chrome plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.

C. Install components level and plumb.

3.04 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.05 PROTECTION

A. Protect installed products from damage due to subsequent construction operations.

B. Repair or replace damaged products before Date of Substantial Completion.

3.06 SCHEDULES

A. Fixture Heights: Install fixtures to heights above finished floor as indicated.

1. Water Closet:
    a. Standard: 15 inches to top of bowl rim.
    b. Accessible: 18 inches to top of seat.
2. Lavatory:
    a. Standard: 31 inches to top of basin rim.
    b. Accessible: 34 inches to top of basin rim.
3. Drinking Fountain:
    a. Standard Adult: 40 inches to top of basin rim.
    b. Accessible: 36 inches to top of spout.

B. Fixture Rough-In

1. Water Closet (Tank Type):
    a. Cold Water: 1/2 Inch.
    b. Waste: 4 Inch.
    c. Vent: 2 Inch.
2. Lavatory:
    a. Hot Water: 1/2 Inch.
    b. Cold Water: 1/2 Inch.
    c. Waste: 1-1/2 Inch.
    d. Vent: 1-1/4 Inch.
3. Service Sink:
    a. Hot Water: 1/2 Inch.
    b. Cold Water: 1/2 Inch.
    c. Waste: 2 Inch.

d. Vent: 1-1/2 Inch.

END OF SECTION

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates.

B. Adhesive-backed duct markers.

C. Pipe markers.

1.02 REFERENCE STANDARDS

A. ASTM D709 - Standard Specification for Laminated Thermosetting Materials.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

A. Air Handling Units (Does not include wall hung units): Nameplates.

B. Ductwork: Duct Marker.

C. Piping: Tags.

2.02 NAMEPLATES

A. Letter Color: White.

B. Letter Height: 1/4 inch.

C. Background Color: Black.

D. Plastic: Comply with ASTM D709.

2.03 ADHESIVE-BACKED DUCT MARKERS

A. Material: High gloss acrylic adhesive-backed vinyl film 0.0032 inch; printed with UV and chemical resistant inks.

B. Style: Individual Label.

C. Color: Green/White.

2.04 PIPE MARKERS

A. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.

B. Color code as follows:

1. Heating, Cooling, and Boiler Feedwater: Green with white letters.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Install plastic duct markers in accordance with manufacturer's instructions.

C. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.

END OF SECTION

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing, adjustment, and balancing of air systems.

1.02 REFERENCE STANDARDS

A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition.

B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems.

C. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing.

1.03 SUBMITTALS

A. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.

1. Revise TAB plan to reflect actual procedures and submit as part of final report.

2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.

3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.

4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.

5. Units of Measure: Report data in I-P (inch-pound) units only.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. Perform total system balance in accordance with one of the following:

1. AABC (NSTSB), AABC National Standards for Total System Balance.

2. SMACNA (TAB).

B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.

C. TAB Agency Qualifications:

1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.

2. Having minimum of three years documented experience.

3. Certified by one of the following:

a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.

b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.

D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:

1. Systems are started and operating in a safe and normal condition.
2. Temperature control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
5. Duct systems are clean of debris.
6. Fans are rotating correctly.
7. Air outlets are installed and connected.
8. Duct system leakage is minimized.

B. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

A. Provide additional balancing devices as required.

3.04 ADJUSTMENT TOLERANCES

A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.

B. Measure air quantities at air inlets and outlets.

C. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

D. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.

E. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

F. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.

G. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

3.07 SCOPE

A. Test, adjust, and balance the following:

1. Air Handling Units.
2. Air Inlets and Outlets.

3.08 MINIMUM DATA TO BE REPORTED

A. Electric Motors:

1. HP/BHP.
2. Phase, voltage, amperage; nameplate, actual, no load.
3. RPM.

B. Air Cooled Condensers:

1. Location.
2. Manufacturer.
3. Model number.
4. Entering DB air temperature, design and actual.
5. Leaving DB air temperature, design and actual.

C. Air Moving Equipment:

1. Location.
2. Manufacturer.
3. Model number.
4. Air flow, specified and actual.
5. Return air flow, specified and actual.
6. Outside air flow, specified and actual.
7. Total static pressure (total external), specified and actual.
8. Fan RPM.

D. Exhaust Fans:

1. Location.
2. Manufacturer.
3. Model number.
4. Air flow, specified and actual.
5. Total static pressure (total external), specified and actual.

6. Fan RPM.

E. Air Distribution Tests:

1. Air terminal number.
2. Room number/location.
3. Terminal type.
4. Terminal size.
5. Design velocity.
6. Design air flow.
7. Test (final) velocity.
8. Test (final) air flow.
9. Percent of design air flow.

END OF SECTION

SECTION 230713 - DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Duct insulation.

1.02 REFERENCE STANDARDS

A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.

B. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

D. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.03 SUBMITTALS

A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section with not less than three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.

B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.06 FIELD CONDITIONS

A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.

B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, FLEXIBLE

A. Manufacturer:

B. Insulation: ASTM C553; flexible, noncombustible blanket.

1. 'K' value: 0.25 at 75 degrees F, when tested in accordance with ASTM C518.

C. Vapor Barrier Jacket:

1. Kraft paper with glass fiber yarn and bonded to aluminized film.
2. Secure with pressure sensitive tape.

PART 3 EXECUTION

3.01 EXAMINATION

A. Test ductwork for design pressure prior to applying insulation materials.

B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NAIMA National Insulation Standards.

C. Insulated Ducts Conveying Air Below Ambient Temperature:

1. Provide insulation with vapor barrier jackets.
2. Finish with tape and vapor barrier jacket.
3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
4. Insulate entire system, including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

D. Insulated Ducts Conveying Air Above Ambient Temperature:

1. Provide with or without standard vapor barrier jacket.
2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

3.03 SCHEDULES PER 2018 IECC

END OF SECTION

SECTION 230719 - HVAC PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping insulation.

B. Flexible removable and reusable blanket insulation.

C. Jackets and accessories.

D. Engineered wall outlet seals and refrigerant piping insulation protection.

1.02 REFERENCE STANDARDS

A. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.

D. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

E. ASTM G153 - Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials.

F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.03 SUBMITTALS

A. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.06 FIELD CONDITIONS

A. Maintain ambient conditions required by manufacturers of each product.

B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

A. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.

1. Minimum Service Temperature: Minus 40 degrees F.
2. Maximum Service Temperature: 180 degrees F.
3. Connection: Waterproof vapor barrier adhesive.

B. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.03 JACKETS

A. PVC Plastic.

1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
    a. Minimum Service Temperature: 0 degrees F.
    b. Maximum Service Temperature: 150 degrees F.
    c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
    d. Thickness: 10 mil.
    e. Connections: Brush on welding adhesive.

2.04 ENGINEERED WALL OUTLET SEALS AND REFRIGERANT PIPING INSULATION PROTECTION

A. Insulation Protection System: Refrigerant piping insulation PVC protective cover.

1. PVC Insulation Cover Color: Black with full-length velcro fastener.
2. Weatherization and Ultraviolet Exposure Protection: Comply with ASTM G153.
3. Water/Vapor Permeability: Comply with ASTM E96/E96M.
4. Anti-Fungal and Anti-Microbial Resistance: Comply with ASTM G21.
5. Flame Spread and Smoke Development Rating of 24/450: Comply with ASTM E84 or UL 723.

PART 3 EXECUTION

3.01 EXAMINATION

A. Test piping for design pressure, liquid tightness, and continuity prior to applying insulation materials.

B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install in accordance with NAIMA National Insulation Standards.

C. Exposed Piping: Locate insulation and cover seams in least visible locations.

D. Insulated pipes conveying fluids below ambient temperature; insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, and expansion joints.

E. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.

F. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 078400.

G. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with canvas jacket sized for finish painting.

3.03 SCHEDULE

A. Cooling Systems:

1. Refrigerant Suction: Per 2015 IECC
2. Refrigerant Hot Gas: Per 2015 IECC

END OF SECTION

SECTION 232300 - REFRIGERANT PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Piping.

B. Refrigerant.

C. Moisture and liquid indicators.

D. Valves.

E. Strainers.

F. Filter-driers.

G. Flexible connections.

1.02 REFERENCE STANDARDS

A. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings.

B. ASME B31.5 - Refrigeration Piping and Heat Transfer Components.

C. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.

D. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

E. ICC (IMC)-2018 - International Mechanical Code.

F. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation.

G. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical.

1.03 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified ensure system components are compatible and joined to ensure the integrity of the system is not jeopardized. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

B. Provide pipe hangers and supports in accordance with ASME B31.5 unless indicated otherwise.

C. Valves:

1. Use service valves on suction and discharge of compressors.

D. Filter-Driers:

1. Use a filter-drier immediately ahead of liquid-line controls, such as thermostatic expansion valves, solenoid valves, and moisture indicators.

1.04 QUALITY ASSURANCE

A. Designer Qualifications: Design piping system under direct supervision of a Professional Engineer experienced in design of this type of work.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store piping and specialties in shipping containers with labeling in place.

B. Protect piping and specialties from entry of contaminating material by leaving end caps and plugs in place until installation.

C. Dehydrate and charge components such as piping and receivers, seal prior to shipment, until connected into system.

PART 2 PRODUCTS

2.01 PIPING

A. Copper Tube: ASTM B280, H58 hard drawn or O60 soft annealed.

1. Fittings: ASME B16.22 wrought copper.

2. Joints: Braze, AWS A5.8M/A5.8 BCuP silver/phosphorus/copper alloy.

3. Mechanical Press Sealed Fittings: Double pressed type complying with UL 207 and ICC (IMC)-2018.

B. Pipe Supports and Anchors:

1. Provide hangers and supports that comply with MSS SP-58.

a. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.

2. Hangers for Pipe Sizes 2 Inches and Over: Carbon steel, adjustable, clevis.

3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.

4. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.

5. Vertical Support: Steel riser clamp.

6. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

7. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.

8. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.02 REFRIGERANT

A. Refrigerant: Use only refrigerants that have ozone depletion potential (ODP) of zero and global warming potential (GWP) of less than 50.

2.03 MOISTURE AND LIQUID INDICATORS

A. Indicators: Single port type, UL listed, with copper or brass body, flared or solder ends, sight glass, color coded paper moisture indicator with removable element cartridge and plastic cap; for maximum temperature of 200 degrees F and maximum working pressure of 500 psi.

2.04 VALVES

A. Ball Valves:

1. Two piece bolted forged brass body with teflon ball seals and copper tube extensions, brass bonnet and seal cap, chrome plated ball, stem with neoprene ring stem seals; for maximum working pressure

of 500 psi and maximum temperature of 300 degrees F.

B. Service Valves:

1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or solder ends, for maximum pressure of 500 psi.

2.05 STRAINERS

A. Straight Line or Angle Line Type:

1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass; for maximum working pressure of 430 psi.

2.06 FILTER-DRIERS

A. Cores: Molded or loose-fill molecular sieve desiccant compatible with refrigerant, activated alumina, activated charcoal, and filtration to 40 microns, with secondary filtration to 20 microns; of construction that will not pass into refrigerant lines.

B. Construction: UL listed.

1. Connections: As specified for applicable pipe type.

2.07 FLEXIBLE CONNECTORS

A. Corrugated stainless steel hose with single layer of stainless steel exterior braiding, minimum 9 inches long with copper tube ends; for maximum working pressure of 500 psi.

PART 3 EXECUTION

3.01 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.02 INSTALLATION

A. Install refrigeration specialties in accordance with manufacturer's instructions.

B. Route piping in orderly manner, with plumbing parallel to building structure, and maintain gradient.

C. Install piping to conserve building space and avoid interference with use of space.

D. Group piping whenever practical at common elevations and locations. Slope piping one percent in direction of oil return.

E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

F. Inserts:

1. Provide inserts for placement in concrete formwork.

G. Pipe Hangers and Supports:

1. Install in accordance with ASME B31.5.

2. Support horizontal piping as indicated.

3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.

4. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

H. Arrange piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.

I. Provide clearance for installation of insulation and access to valves and fittings.

J. Flood piping system with nitrogen when brazing.

K. Install flexible connectors at right angles to axial movement of compressor, parallel to crankshaft.

L. Fully charge completed system with refrigerant after testing.

3.03 SCHEDULES

A. Hanger Spacing for Copper Tubing.

1. 1/2 inch, 5/8 inch, and 7/8 inch OD: Maximum span, 5 feet; minimum rod size, 1/4 inch.
2. 1-1/8 inch OD: Maximum span, 6 feet; minimum rod size, 1/4 inch.
3. 1-3/8 inch OD: Maximum span, 7 feet; minimum rod size, 3/8 inch.
4. 1-5/8 inch OD: Maximum span, 8 feet; minimum rod size, 3/8 inch.

END OF SECTION

SECTION 233100 - HVAC DUCTS AND CASINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Metal ductwork.

B. Nonmetal ductwork.

1.02 REFERENCE STANDARDS

A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

D. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements.

E. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements.

F. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements.

G. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.

H. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible.

1.03 SUBMITTALS

A. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for {CH#98732} systems.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience, and approved by manufacturer.

1.05 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 PRODUCTS

2.01 DUCT ASSEMBLIES

A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.

B. Ducts: Galvanized steel, unless otherwise indicated.

2.02 MATERIALS

A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.

1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
2. Surface Burning Characteristics: Flame spread index of zero and smoke developed index of zero, when tested in accordance with ASTM E84.
3. For Use with Flexible Ducts: UL labeled.

C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

D. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:

1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.

2.03 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.

B. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.

C. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

E. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

2.04 MANUFACTURED DUCTWORK AND FITTINGS

A. Spiral Ducts: Round spiral lockseam duct with galvanized steel outer wall.

1. Manufacture in accordance with SMACNA (DCS).

B. Flexible Ducts: Black polymer film supported by helically wound spring steel wire.

1. Insulation: Fiberglass insulation with polyethylene vapor barrier film.
2. Pressure Rating: 4 inches wg positive and 0.5 inches wg negative.
3. Maximum Velocity: 4000 fpm.
4. Temperature Range: Minus 20 degrees F to 175 degrees F.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA (DCS).

B. Install in accordance with manufacturer's instructions.

C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

D. Flexible Ducts: Connect to metal ducts with draw bands.

E. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.

F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

G. Connect diffusers or light troffer boots to low pressure ducts with 5 feet maximum length of flexible duct held in place with strap or clamp.

END OF SECTION

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Backdraft dampers - metal.

B. Flexible duct connectors.

C. Volume control dampers.

D. Miscellaneous products:

1. Duct opening closure film.

1.02 REFERENCE STANDARDS

A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.

B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible.

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

PART 2 PRODUCTS

2.01 BACKDRAFT DAMPERS - METAL

A. Gravity Backdraft Dampers, Size 18 by 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

2.02 FLEXIBLE DUCT CONNECTORS

A. Fabricate in accordance with SMACNA (DCS) and as indicated.

B. Flexible Duct Connections: Fabric crimped into metal edging strip.

C. Maximum Installed Length: 14 inch.

2.03 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA (DCS) and as indicated.

B. Single Blade Dampers:

1. Fabricate for duct sizes up to 6 by 30 inch.

2. Blade: 24 gauge, 0.0239 inch, minimum.

C. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 by 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.

D. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon, thermoplastic elastomer, or sintered bronze bearings.

E. Quadrants:

1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.

2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

2.04 MISCELLANEOUS PRODUCTS

A. Duct Opening Closure Film: Mold-resistant, self-adhesive film to keep debris out of ducts during construction.

1. Thickness: 2 mils.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that electric power is available and of the correct characteristics.

3.02 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 233100 for duct construction and pressure class.

B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.

C. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

D. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

END OF SECTION

SECTION 233700 - AIR OUTLETS AND INLETS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 REFERENCE STANDARDS

A. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets.

B. SMACNA (ASMM) - Architectural Sheet Metal Manual.

1.03 SUBMITTALS

A. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

1.04 QUALITY ASSURANCE

A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS

2.01 RECTANGULAR CEILING DIFFUSERS: SEE DRAWINGS FOR SPECIFICATION.

2.02 CEILING EGG CRATE EXHAUST AND RETURN GRILLES: SEE DRAWINGS FOR SPECIFICATION.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Comply with SMACNA (ASMM) for flashing/counter-flashing of roof penetrations and supports for roof curbs and roof mounted equipment.

C. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.

D. Install diffusers to ductwork with air tight connection.

E. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.

END OF SECTION

SECTION 238126.13 - SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Air-source heat pumps.

B. Air cooled condensing units.

C. Indoor air handling (fan and coil) units for ductless systems.

D. Controls.

1.02 REFERENCE STANDARDS

A. AHRI 210/240 - Standard for Performance Rating of Unitary Air-Conditioning and Air-Source Heat Pump Equipment.

B. AHRI 520 - Performance Rating of Positive Displacement Condensing Units.

C. ASHRAE Std 23.1 - Methods for Performance Testing Positive Displacement Refrigerant Compressors and Condensing Units that Operate at Subcritical Pressures of the Refrigerant.

D. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.

E. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.

F. UL 207 - Standard for Refrigerant-Containing Components and Accessories, Nonelectrical.

1.03 SUBMITTALS

A. Product Data: Provide rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 PRODUCTS

2.01 SYSTEM DESIGN

A. Split-System Heating and Cooling Units: Self-contained, packaged, matched factory-engineered and assembled, pre-wired indoor and outdoor units; UL listed.

1. Heating and Cooling: Air-source electric heat pump located in outdoor unit with evaporator.

2. Provide refrigerant lines internal to units and between indoor and outdoor units, factory cleaned, dried, pressurized and sealed, with insulated suction line.

B. Performance Requirements: See drawings for specification .

2.02 INDOOR AIR HANDLING UNITS FOR DUCTLESS SYSTEMS

A. Indoor Units: Self-contained, packaged, factory assembled, pre-wired unit consisting of cabinet, supply fan, evaporator coil, and controls; wired for single power connection with control transformer.

1. Location: High-wall.

2. Cabinet: Galvanized steel.
    a. Finish: White.
3. Filter return air with washable, antioxidant pre-filter and a pleated anti-allergy enzyme filter.
4. Wall-Mounted Units: See drawings for specification.

B. Evaporator Coils: Copper tube aluminum fin assembly, galvanized or polymer drain pan sloped in all directions to drain, drain connection, refrigerant piping connections, restricted distributor or thermostatic expansion valve.
1. Construction and Ratings: In accordance with AHRI 210/240 and UL 207.
2. Manufacturer: System manufacturer.

C. Remote Actuators:

2.03 OUTDOOR UNITS

A. Outdoor Units: Self-contained, packaged, pre-wired unit consisting of cabinet, with compressor and condenser.
1. Cabinet: Galvanized steel with baked enamel finish, easily removed and secured access doors with safety interlock switches, glass fiber insulation with reflective liner.
2. Construction and Ratings: In accordance with AHRI 210/240 with testing in accordance with ASHRAE Std 23.1 and UL 207.

B. Air Cooled Condenser: Aluminum fin and copper tube coil, AHRI 520 with direct drive axial propeller fan resiliently mounted, galvanized fan guard.

C. Accessories: Filter drier, high pressure switch (manual reset), low pressure switch (automatic reset), service valves and gauge ports, thermometer well (in liquid line).
1. Provide thermostatic expansion valves.

D. Operating Controls:
1. Control by room thermostat to maintain room temperature setting.

2.04 ACCESSORY EQUIPMENT

A. Room Thermostat: Wall-mounted, electric solid state microcomputer based room thermostat with remote sensor to maintain temperature setting; low-voltage; with following features:
1. System selector switch (heat-off-cool) and fan control switch (auto-on).
2. Automatic switching from heating to cooling.
3. Preferential rate control to minimize overshoot and deviation from setpoint.
4. Set-up for four separate temperatures per day.
5. Instant override of setpoint for continuous or timed period from one hour to 31 days.
6. Programming based on every day of the week.
7. Thermostat Display:
    a. Time of day.
    b. Actual room temperature.

c. Programmed temperature.

d. System Mode Indication: Heating, Cooling, Fan Auto, Off, and On, Auto or On, Off.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that substrates are ready for installation of units and openings are as indicated on shop drawings.

B. Verify that proper power supply is available and in correct location.

C. Verify that proper fuel supply is available for connection.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions and requirements of local authorities having jurisdiction.

B. Install in accordance with NFPA 90A and NFPA 90B.

END OF SECTION

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire.

B. Metal-clad cable.

C. Manufactured wiring systems.

D. Wiring connectors.

E. Electrical tape.

F. Heat shrink tubing.

G. Oxide inhibiting compound.

H. Wire pulling lubricant.

I. Cable ties.

1.02 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.

E. ASTM B800 - Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers.

F. ASTM B801 - Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy Wire for Subsequent Covering of Insulation.

G. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.

H. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes.

I. NECA 1 - Standard for Good Workmanship in Electrical Construction.

J. NECA 104 - Recommended Practice for Installing Aluminum Building Wire and Cable.

K. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC).

L. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.

M. NFPA 70 - National Electrical Code.

N. UL 44 - Thermoset-Insulated Wires and Cables.

O. UL 83 - Thermoplastic-Insulated Wires and Cables.

P. UL 183 - Manufactured Wiring Systems.

Q. UL 486A-486B - Wire Connectors.

R. UL 486C - Splicing Wire Connectors.

S. UL 486D - Sealed Wire Connector Systems.

T. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.

U. UL 1569 - Metal-Clad Cables.

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is permitted only as follows:

1. Where not otherwise restricted, may be used:

a. For overhead service drop, installed in raceway to service head.

F. Metal-clad cable is permitted only as follows:

1. Where not otherwise restricted, may be used:

a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.

1) Maximum Length: 6 feet.

b. Where concealed in hollow stud walls and above accessible ceilings for branch circuits up to 20 A.

1) Exception: Provide single conductor building wire in raceway for circuit homerun from first outlet to panelboard.

2. In addition to other applicable restrictions, may not be used:

a. Unless approved by Owner.

b. Where exposed to damage.

c. For damp, wet, or corrosive locations.

G. Manufactured wiring systems are permitted only as follows:

1. Where not otherwise restricted, may be used:

a. For branch circuits where concealed above accessible ceilings for lighting and in open ceiling areas for lighting.

1) Exception: Provide single conductor building wire in raceway for circuit homerun from distribution box to panelboard.

2. In addition to other applicable restrictions, may not be used:

a. Unless approved by Owner.

b. Where exposed to damage.

c. For damp, wet, or corrosive locations.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide new conductors and cables manufactured not more than one year prior to installation.

D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

E. Comply with NEMA WC 70.

F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

H. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.

I. Conductor Material:

1. Provide copper conductors except where aluminum conductors are specifically indicated. Substitution of aluminum conductors for copper is not permitted. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.

2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

3. Tinned Copper Conductors: Comply with ASTM B33.

4. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

J. Minimum Conductor Size:

1. Branch Circuits: 12 AWG.
    a. Exceptions:
        1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
        2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
2. Control Circuits: 14 AWG.

K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

L. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
2. Color Coding Method: Integrally colored insulation.
    a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
3. Color Code:
    a. 480Y/277 V, 3 Phase, 4 Wire System:
        1) Phase A: Brown.
        2) Phase B: Orange.
        3) Phase C: Yellow.
        4) Neutral/Grounded: Gray.
    b. 208Y/120 V, 3 Phase, 4 Wire System:
        1) Phase A: Black.
        2) Phase B: Red.
        3) Phase C: Blue.
        4) Neutral/Grounded: White.
    c. Equipment Ground, All Systems: Green.
    d. Travelers for 3-Way and 4-Way Switching: Pink.

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor Stranding:

1. Feeders and Branch Circuits:
    a. Size 10 AWG and Smaller: Solid.
    b. Size 8 AWG and Larger: Stranded.
2. Control Circuits: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation:

1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.

2.04 METAL-CLAD CABLE

A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

B. Conductor Stranding:

1. Size 10 AWG and Smaller: Solid.

2. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

E. Provide dedicated neutral conductor for each phase conductor where indicated or required.

F. Grounding: Full-size integral equipment grounding conductor.

G. Armor: Steel, interlocked tape.

2.05 MANUFACTURED WIRING SYSTEMS

A. Description: Manufactured wiring assemblies complying with NFPA 70 Article 604, and listed and labeled as complying with UL 183.

B. Provide components necessary to transition between manufactured wiring system and other wiring methods.

C. Branch Circuit Cables:

1. Conductor Stranding (Size 10 AWG and Smaller): Solid.

2. Insulation Voltage Rating: 600 V.

3. Insulation: Type THHN.

4. Provide dedicated neutral conductor for each phase conductor where indicated or required.

5. Grounding: Full-size integral equipment grounding conductor.

6. Armor: Steel, interlocked tape.

D. Connectors: Keyed and color-coded to prevent interconnection of different voltages.

E. Fixture Leads: Type TFN insulation.

2.06 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Connectors for Grounding and Bonding: Comply with Section 260526.

C. Wiring Connectors for Terminations:

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

2. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.

3. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors where connectors are required.
4. Aluminum Conductors: Use mechanical connectors for all connections.
5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals.
6. Conductors for Control Circuits: Use crimped terminals for all connections.

D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

E. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

F. Mechanical Connectors: Provide bolted type or set-screw type.

G. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.

2.07 ACCESSORIES

A. Electrical Tape:

1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

A. Circuiting Requirements:

1. Unless dimensioned, circuit routing indicated is diagrammatic.
2. When circuit destination is indicated without specific routing, determine exact routing required.
3. Arrange circuiting to minimize splices.
4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
6. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
7. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install aluminum conductors in accordance with NECA 104.

E. Install metal-clad cable (Type MC) in accordance with NECA 120.

F. Installation in Raceway:

1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
2. Pull all conductors and cables together into raceway at same time.
3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

G. Exposed Cable Installation (only where specifically permitted):

1. Route cables parallel or perpendicular to building structural members and surfaces.
2. Protect cables from physical damage.

H. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

I. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.

J. Terminate cables using suitable fittings.

1. Metal-Clad Cable (Type MC):

a. Use listed fittings.

b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

K. Install conductors with a minimum of 12 inches of slack at each outlet.

L. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

M. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

N. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

O. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.

3. Do not remove conductor strands to facilitate insertion into connector.

4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

5. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.

6. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

P. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.

2. Damp Locations: Use insulating covers specifically designed for the connectors or heat shrink tubing.

a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.

3. Wet Locations: Use heat shrink tubing.

Q. Insulate ends of spare conductors using vinyl insulating electrical tape.

R. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each

termination and at each location conductors are accessible.

S. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

A. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground rod electrodes.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction.

B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings.

C. NFPA 70 - National Electrical Code.

D. UL 467 - Grounding and Bonding Equipment.

1.03 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
    a. Provide continuous grounding electrode conductors without splice or joint.
    b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
2. Ground Rod Electrode(s):
    a. Provide {CH#106174} unless otherwise indicated or required.

b. Space electrodes not less than {CH#106176} from each other and any other ground electrode.

c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.

E. Service-Supplied System Grounding:

1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.

2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

F. Bonding and Equipment Grounding:

1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.

2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.

3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

G. Communications Systems Grounding and Bonding:

1. Provide bonding jumper in raceway from building grounding electrode system to {CH#106198} and {CH#106199}.

a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.

b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.

2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:

1. Use insulated copper conductors unless otherwise indicated.

a. Exceptions:

1) Use bare copper conductors where installed underground in direct contact with earth.

2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.

3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

D. Ground Rod Electrodes:

1. Comply with NEMA GR 1.

2. Material: Copper-bonded (copper-clad) steel.

3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70.

D. Make grounding and bonding connections using specified connectors.

1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.

2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.

3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.

4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.

5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 260553.

END OF SECTION

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.

D. MFMA-4 - Metal Framing Standards Publication.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction.

F. NFPA 70 - National Electrical Code.

1.03 QUALITY ASSURANCE

A. Comply with NFPA 70.

B. Comply with applicable building code.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.

2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.

3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.

4. Do not use products for applications other than as permitted by NFPA 70 and product listing.

5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.

6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.

a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.

b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel or approved equivalent unless otherwise indicated.

c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.

1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.

2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.

1. Comply with MFMA-4.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

1. Minimum Size, Unless Otherwise Indicated or Required:

a. Equipment Supports: 1/2 inch diameter.

b. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.

c. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.

d. Trapeze Support for Multiple Conduits: 3/8 inch diameter.

e. Outlet Boxes: 1/4 inch diameter.

f. Luminaires: 1/4 inch diameter.

F. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

2. Concrete: Use screw anchors.

3. Solid or Grout-Filled Masonry: Use screw anchors.

4. Hollow Masonry: Use toggle bolts.

5. Hollow Stud Walls: Use toggle bolts.

6. Wood: Use wood screws.

7. Plastic and lead anchors are not permitted.

8. Powder-actuated fasteners are not permitted.

9. Hammer-driven anchors and fasteners are not permitted.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:

1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.

2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.

3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

H. Secure fasteners according to manufacturer's recommended torque settings.

I. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

A. Inspect support and attachment components for damage and defects.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 260533.13 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Intermediate metal conduit (IMC).

B. Flexible metal conduit (FMC).

C. Liquidtight flexible metal conduit (LFMC).

D. Electrical metallic tubing (EMT).

E. Conduit fittings.

F. Accessories.

1.02 REFERENCE STANDARDS

A. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S).

B. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC).

C. NECA 1 - Standard for Good Workmanship in Electrical Construction.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).

E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.

F. NFPA 70 - National Electrical Code.

G. UL 1 - Flexible Metal Conduit.

H. UL 360 - Liquid-Tight Flexible Steel Conduit.

I. UL 514B - Conduit, Tubing, and Cable Fittings.

J. UL 797 - Electrical Metallic Tubing-Steel.

K. UL 1242 - Electrical Intermediate Metal Conduit-Steel.

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

B. Shop Drawings:

1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.

2. Include proposed locations of roof penetrations and proposed methods for sealing.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, electrical metallic tubing.

C. Concealed Within Masonry Walls: Use {CH#107797}.

D. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

E. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

F. Interior, Damp or Wet Locations: Use electrical metallic tubing (EMT).

G. Exposed, Interior, Not Subject to Physical Damage: Use electrical metallic tubing (EMT).

H. Exposed, Interior, Subject to Physical Damage: Use intermediate metal conduit (IMC).

1. Locations subject to physical damage include, but are not limited to:

a. Where exposed below 8 feet, except within electrical and communication rooms or closets.

I. Exposed, Exterior: Use intermediate metal conduit (IMC).

J. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use intermediate metal conduit (IMC) or electrical metallic tubing (EMT).

K. Connections to Vibrating Equipment:

1. Dry Locations: Use flexible metal conduit.

2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.

3. Maximum Length: 6 feet unless otherwise indicated.

4. Vibrating equipment includes, but is not limited to:

a. Motors.

2.02 CONDUIT REQUIREMENTS

A. Fittings for Grounding and Bonding: Also comply with Section 260526.

B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Minimum Conduit Size, Unless Otherwise Indicated:

1. Branch Circuits: 3/4 inch (21 mm) trade size.

2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.

3. Control Circuits: 1/2 inch (16 mm) trade size.

E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:

1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

2.06 ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

3. Connectors and Couplings: Use compression (gland) or set-screw type.

a. Do not use indenter type connectors and couplings.

2.07 ACCESSORIES

A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

B. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Install intermediate metal conduit (IMC) in accordance with NECA 101.

D. Conduit Routing:

1. Unless dimensioned, conduit routing indicated is diagrammatic.
2. Conceal all conduits unless specifically indicated to be exposed.
3. Unless otherwise approved, do not route conduits exposed:
    a. Across floors.
    b. Across top of parapet walls.
    c. Across building exterior surfaces.
4. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
5. Arrange conduit to maintain adequate headroom, clearances, and access.
6. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
7. Arrange conduit to provide no more than 150 feet between pull points.
8. Route conduits above water and drain piping where possible.
9. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
10. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    a. Heaters.
    b. Hot water piping.
    c. Flues.

E. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
4. Use conduit strap to support single surface-mounted conduit.

a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.

5. Use conduit clamp to support single conduit from beam clamp or threaded rod.
6. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
7. Use of wire for support of conduits is not permitted.
8. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.

F. Connections and Terminations:

1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
3. Use suitable adapters where required to transition from one type of conduit to another.
4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

G. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.

H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where conduits are subject to earth movement by settlement or frost.

I. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:

1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

J. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

K. Provide grounding and bonding in accordance with Section 260526.

3.03 FIELD QUALITY CONTROL

A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

B. Correct deficiencies and replace damaged or defective conduits.

3.04 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 260533.16 - BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.

C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.

D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

F. NFPA 70 - National Electrical Code.

G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.

H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.

I. UL 508A - UL Standard for Safety Industrial Control Panels .

J. UL 514A - Metallic Outlet Boxes.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.

4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.

6. Coordinate the work with other trades to preserve insulation integrity.

7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.

8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
3. Provide products listed, classified, and labeled as suitable for the purpose intended.
4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
12. Minimum Box Size, Unless Otherwise Indicated:
    a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
    b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
    c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.

13. Wall Plates: Comply with Section 262726.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:

1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.

2. NEMA 250 Environment Type, Unless Otherwise Indicated:

a. Indoor Clean, Dry Locations: Type 1, painted steel.

b. Outdoor Locations: Type 3R, painted steel.

3. Junction and Pull Boxes Larger Than 100 cubic inches:

a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:

a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.

b. Back Panels: Painted 3/4 inch fire-retardant plywood.

5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive boxes.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

E. Box Locations:

1. Locate boxes as required for devices installed under other sections or by others.

2. Locate boxes so that wall plates do not span different building finishes.

3. Locate boxes so that wall plates do not cross masonry joints.

4. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.

5. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.

a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.

b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.

6. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:

a. Concealed above accessible suspended ceilings.

b. Within joists in areas with no ceiling.

c. Electrical rooms.

F. Box Supports:

1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.

G. Install boxes plumb and level.

H. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.

2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.

3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

I. Install boxes as required to preserve insulation integrity.

J. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

K. Close unused box openings.

L. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

M. Provide grounding and bonding in accordance with Section 260526.

3.03 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Identification nameplates and labels.

C. Wire and cable markers.

1.02 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code.

1.03 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.04 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    a. Panelboards:
        1) Identify ampere rating.
        2) Identify voltage and phase.
        3) Identify power source and circuit number. Include location when not within sight of equipment.
        4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
        5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    b. Enclosed switches:
        1) Identify voltage and phase.
        2) Identify power source and circuit number. Include location when not within sight of equipment.
2. Service Equipment:
    a. Use identification nameplate to identify each service disconnecting means.
3. Use identification nameplate to identify equipment utilizing series ratings, where permitted, in accordance with NFPA 70.

4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
5. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations indicated.

B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
   a. Within boxes when more than one circuit is present.

C. Identification for Boxes:

1. Use identification labels to identify circuits enclosed.

D. Identification for Devices:

1. Use identification label to identify serving branch circuit for all receptacles.
   a. For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:

1. Materials:
   a. Indoor Clean, Dry Locations: Use plastic nameplates.
   b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:

1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
   a. Use only for indoor locations.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:

1. Minimum Size: 1 inch by 2.5 inches.
2. Legend:

a. Equipment designation or other approved description.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height:

a. Equipment Designation: 1/2 inch.

5. Color:

a. Normal Power System: White text on black background.

D. Format for Receptacle Identification:

1. Minimum Size: 3/8 inch by 1.5 inches.

2. Legend: Power source and circuit number or other designation indicated.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch.

5. Color: Black text on clear background.

2.03 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth or wrap-around self-adhesive vinyl self-laminating type markers suitable for the conductor or cable to be identified.

B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

C. Legend: Power source and circuit number or other designation indicated.

D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

E. Minimum Text Height: 1/8 inch.

F. Color: Black text on white background unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:

1. Surface-Mounted Equipment: Enclosure front.

2. Flush-Mounted Equipment: Inside of equipment door.

3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.

4. Elevated Equipment: Legible from the floor or working platform.

5. Branch Devices: Adjacent to device.

6. Interior Components: Legible from the point of access.

7. Boxes: Outside face of cover.

8. Conductors and Cables: Legible from the point of access.
9. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Mark all handwritten text, where permitted, to be neat and legible.

END OF SECTION

SECTION 260583 - WIRING CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical connections to equipment.

1.02 REFERENCE STANDARDS

A. NEMA WD 1 - General Color Requirements for Wiring Devices.

B. NEMA WD 6 - Wiring Devices - Dimensional Specifications.

C. NFPA 70 - National Electrical Code.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Sequencing:

1. Install rough-in of electrical connections before installation of equipment is required.

2. Make electrical connections before required start-up of equipment.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

1. Colors: Comply with NEMA WD 1.

2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

B. Disconnect Switches: As specified in Section 262816.16 and in individual equipment sections.

C. Flexible Conduit: As specified in Section 260533.13.

D. Wire and Cable: As specified in Section 260519.

E. Boxes: As specified in Section 260533.16.

PART 3 EXECUTION

3.01 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 262100 - LOW-VOLTAGE ELECTRICAL SERVICE ENTRANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical service requirements.

1.02 DEFINITIONS

A. Service Point: The point of connection between the facilities of the serving utility and the premises wiring as defined in NFPA 70, and as designated by the Utility Company.

1.03 REFERENCE STANDARDS

A. IEEE C2 - National Electrical Safety Code.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction.

C. NFPA 70 - National Electrical Code.

1.04 ADMINISTRATIVE REQUIREMENTS

A. No later than two weeks following date of the Agreement, notify Utility Company of anticipated date of service.

B. Coordination:

1. Verify the following with Utility Company representative:
    a. Utility Company requirements, including division of responsibility.
    b. Exact location and details of utility point of connection.
    c. Utility easement requirements.
    d. Utility Company charges associated with providing service.
2. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for electrical service and associated equipment.
3. Coordinate arrangement of service entrance equipment with the dimensions and clearance requirements of the actual equipment to be installed.
4. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

C. Arrange for Utility Company to provide permanent electrical service. Prepare and submit documentation required by Utility Company.

D. Utility Company charges associated with providing permanent service to be paid by Owner.

E. Preinstallation Meeting: Convene one week prior to commencing work of this section to review service requirements and details with Utility Company representative.

F. Scheduling:

1. Arrange for inspections necessary to obtain Utility Company approval of installation.

1.05 SUBMITTALS

A. Shop Drawings: Include dimensioned plan views and sections indicating locations and arrangement of Utility Company and service entrance equipment, metering provisions, required clearances, and proposed service routing.

1.06 QUALITY ASSURANCE

A. Comply with the following:

1. IEEE C2 (National Electrical Safety Code).
2. NFPA 70 (National Electrical Code).
3. The requirements of the Utility Company.
4. The requirements of the local authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

B. Store products indoors in a clean, dry space having a uniform temperature to prevent condensation (including outdoor rated products which are not weatherproof until completely and properly installed). Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle products carefully to avoid damage to internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 ELECTRICAL SERVICE REQUIREMENTS

A. Provide new electrical service consisting of all required conduits, conductors, equipment, metering provisions, supports, accessories, etc. as necessary for connection between Utility Company point of supply and service entrance equipment.

B. Electrical Service Characteristics: As indicated on drawings.

C. Utility Company: As indicated on drawings.

D. Division of Responsibility:

1. Pad-Mounted Utility Transformers:
    a. Transformer Pads: Existing.
    b. Transformers: Existing.
    c. Transformer Grounding Provisions: Existing.
    d. Secondary:
        1) Trenching and Backfilling: Provided by Contractor.
        2) Conduits: Furnished and installed by Contractor.
        3) Conductors: Furnished and installed by Contractor (Service Point at transformer).
2. Terminations at Service Point: Provided by Utility Company.
3. Metering Provisions:
    a. Meter Bases: Furnished and installed by Contractor per Utility Company requirements.

E. Products Furnished by Contractor: Comply with Utility Company requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that ratings and configurations of service entrance equipment are consistent with the indicated requirements.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

3.03 INSTALLATION

A. Install products in accordance with manufacturer's instructions and Utility Company requirements.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances and required maintenance access.

D. Provide required support and attachment components in accordance with Section 260529.

E. Provide grounding and bonding for service entrance equipment in accordance with Section 260526.

F. Identify service entrance equipment, including main service disconnect(s) in accordance with Section 260553.

3.04 PROTECTION

A. Protect installed equipment from subsequent construction operations.

END OF SECTION

SECTION 262416 - PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Power distribution panelboards.

B. Lighting and appliance panelboards.

C. Overcurrent protective devices for panelboards.

1.02 REFERENCE STANDARDS

A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction.

C. NECA 407 - Standard for Installing and Maintaining Panelboards.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

E. NEMA PB 1 - Panelboards.

F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.

G. NFPA 70 - National Electrical Code.

H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.

I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.

J. UL 67 - Panelboards.

K. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures.

L. UL 1053 - Ground-Fault Sensing and Relaying Equipment.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.

4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.

5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Source Limitations: Furnish panelboards and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

2.02 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:

1. Ambient Temperature:

a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

C. Short Circuit Current Rating:

1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.

D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

F. Bussing: Sized in accordance with UL 67 temperature rise requirements.

1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.

2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.

1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    a. Indoor Clean, Dry Locations: Type 1.
    b. Outdoor Locations: Type 3R.
2. Boxes: Galvanized steel unless otherwise indicated.
    a. Provide wiring gutters sized to accommodate the conductors to be installed.
3. Fronts:
    a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
    b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

J. Ground Fault Protection: Where ground-fault protection is indicated, provide system listed and labeled as complying with UL 1053.

K. Load centers are not acceptable.

2.03 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:
1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
2. Main and Neutral Lug Type: Mechanical.

C. Bussing:
1. Phase and Neutral Bus Material: Aluminum or copper.
2. Ground Bus Material: Aluminum or copper.

D. Circuit Breakers:
1. Provide bolt-on type.
2. Provide thermal magnetic circuit breakers unless otherwise indicated.

E. Enclosures:
1. Provide surface-mounted or flush-mounted enclosures unless otherwise indicated.
2. Fronts: Provide trims to cover access to load terminals, wiring gutters, and other live parts, with exposed access to overcurrent protective device handles.

2.04 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:

1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
2. Main and Neutral Lug Type: Mechanical.

C. Bussing:

1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
2. Phase and Neutral Bus Material: Copper.
3. Ground Bus Material: Aluminum.

D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

E. Enclosures:

1. Provide surface-mounted or flush-mounted enclosures as indicated.
2. Fronts: Provide lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
3. Provide clear plastic circuit directory holder mounted on inside of door.

2.05 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:

1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
2. Interrupting Capacity:
   a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
   b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
3. Conductor Terminations:
   a. Provide mechanical lugs unless otherwise indicated.
   b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
6. Provide listed switching duty rated circuit breakers with SWD marking for all branch circuits serving fluorescent lighting.
7. Do not use tandem circuit breakers.
8. Do not use handle ties in lieu of multi-pole circuit breakers.
9. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive panelboards.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.

D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

E. Provide required support and attachment in accordance with Section 260529.

F. Install panelboards plumb.

G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.

H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.

I. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling and below floor.

J. Provide grounding and bonding in accordance with Section 260526.

K. Install all field-installed branch devices, components, and accessories.

L. Set field-adjustable ground fault protection pickup and time delay settings as indicated.

M. Provide filler plates to cover unused spaces in panelboards.

3.03 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

B. Adjust alignment of panelboard fronts.

C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

3.04 CLEANING

A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 262726 - WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wall switches.

B. Wall dimmers.

C. Receptacles.

D. Wall plates.

1.02 REFERENCE STANDARDS

A. FS W-C-596 - Connector, Electrical, Power, General Specification for.

B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification).

C. NECA 1 - Standard for Good Workmanship in Electrical Construction.

D. NECA 130 - Standard for Installing and Maintaining Wiring Devices.

E. NEMA WD 1 - General Color Requirements for Wiring Devices.

F. NEMA WD 6 - Wiring Devices - Dimensional Specifications.

G. NFPA 70 - National Electrical Code.

H. UL 20 - General-Use Snap Switches.

I. UL 498 - Attachment Plugs and Receptacles.

J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices.

K. UL 943 - Ground-Fault Circuit-Interrupters.

L. UL 1310 - Class 2 Power Units.

M. UL 1472 - Solid-State Dimming Controls.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.

2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.

3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.

4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.

5. Coordinate the core drilling of holes for poke-through assemblies with the work covered under other sections.

6. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.04 SUBMITTALS

A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1. Wall Dimmers: Include derating information for ganged multiple devices.

1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

1.06 DELIVERY, STORAGE, AND PROTECTION

A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

A. Provide wiring devices suitable for intended use and with ratings adequate for load served.

B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.

C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.

D. Provide GFCI protection for receptacles installed within 6 feet of sinks.

E. Provide GFCI protection for receptacles serving electric drinking fountains.

2.02 WIRING DEVICE FINISHES

A. Provide wiring device finishes as described below unless otherwise indicated.

B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.

C. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.

D. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

2.03 WALL SWITCHES

A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

B. Standard Wall Switches: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.04 WALL DIMMERS

A. Wall Dimmers - General Requirements: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.

B. Control: Slide control type with separate on/off switch.

2.05 RECEPTACLES

A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.

2. NEMA configurations specified are according to NEMA WD 6.

B. Convenience Receptacles:

1. Standard Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.

C. GFCI Receptacles:

1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.

2. Standard GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.

3. Weather Resistant GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.

D. USB Charging Devices:

1. USB Charging Devices - General Requirements: Listed as complying with UL 1310.

2.06 WALL PLATES

A. Wall Plates: Comply with UL 514D.

1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.

2. Size: Standard.

3. Screws: Metal with slotted heads finished to match wall plate finish.

B. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.

C. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.

D. Weatherproof Covers for Damp Locations: Gasketed, thermoplastic, with self-closing hinged cover and corrosion-resistant screws; listed as suitable for use in wet locations with cover closed.

E. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of wiring devices provided under this section.

1. Mounting Heights: Unless otherwise indicated, as follows:

a. Receptacles: 18 inches above finished floor or 6 inches above counter.

2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.

3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.

4. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Install wiring devices plumb and level with mounting yoke held rigidly in place.

J. Install wall switches with OFF position down.

K. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.

L. Do not share neutral conductor on branch circuits utilizing wall dimmers.

M. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

N. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

O. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

P. Identify wiring devices in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

A. Inspect each wiring device for damage and defects.

B. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.

C. Test each receptacle to verify operation and proper polarity.

D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.04 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.05 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 262816.16 - ENCLOSED SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Enclosed safety switches.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction.

B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

C. NEMA KS 1 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum).

D. NFPA 70 - National Electrical Code.

E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.

F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.

G. UL 98 - Enclosed and Dead-Front Switches.

H. UL 869A - Reference Standard for Service Equipment.

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 ENCLOSED SAFETY SWITCHES

A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy or general duty as indicated; ratings, configurations, and features as indicated on the drawings.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:

1. Ambient Temperature: Between -22 degrees F and 104 degrees F.

D. Horsepower Rating: Suitable for connected load.

E. Voltage Rating: Suitable for circuit voltage.

F. Short Circuit Current Rating:

1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
2. Minimum Ratings:
    a. General Duty Single Throw Switches Protected by Class R, Class J, or Class T Fuses: 100,000 rms symmetrical amperes.
    b. Heavy Duty Single Throw Switches Protected by Class R, Class J, or Class T Fuses: 200,000 rms symmetrical amperes.

G. Enclosed Safety Switches Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.

H. Provide with switch blade contact position that is visible when the cover is open.

I. Conductor Terminations: Suitable for use with the conductors to be installed.

J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.

K. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    a. Indoor Clean, Dry Locations: Type 1.
    b. Outdoor Locations: Type 3R.
2. Finish for Painted Steel Enclosures: Manufacturer's standard, factory applied grey unless otherwise indicated.

L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.

M. Heavy Duty Switches:
1. Comply with NEMA KS 1.
2. Conductor Terminations:
    a. Provide mechanical lugs unless otherwise indicated.
    b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

N. General Duty Switches:
1. Conductor Terminations:
    a. Provide mechanical lugs.
    b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
2. Provide externally operable handle with means for locking in the OFF position, capable of accepting two padlocks.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.

C. Verify that mounting surfaces are ready to receive enclosed safety switches.

D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required support and attachment in accordance with Section 260529.

E. Install enclosed switches plumb.

F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 260526.

3.03 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.04 CLEANING

A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 265100 - INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Interior luminaires.

B. Emergency lighting units.

C. Exit signs.

D. Ballasts and drivers.

E. Accessories.

1.02 REFERENCE STANDARDS

A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products.

B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules.

C. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems.

D. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems.

E. NFPA 70 - National Electrical Code.

F. NFPA 101 - Life Safety Code.

G. UL 924 - Emergency Lighting and Power Equipment.

H. UL 1598 - Luminaires.

I. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

1.03 SUBMITTALS

A. Shop Drawings:

1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.

2. Provide photometric calculations where luminaires are proposed for substitution upon request.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.

1. LED Luminaires:

a. Include estimated useful life, calculated based on IES LM-80 test data.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND PROTECTION

A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.

B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

G. LED Luminaires:

1. Components: UL 8750 recognized or listed as applicable.

2. Tested in accordance with IES LM-79 and IES LM-80.

3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.03 EMERGENCY LIGHTING UNITS

A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.

C. Battery:

1. Size battery to supply all connected lamps, including emergency remote heads where indicated.

D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.

E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

2.04 EXIT SIGNS

A. Description: Exit signs complying with NFPA 101 and applicable state and local codes, and listed and labeled as complying with UL 924.

1. Number of Faces: Single- or double-face as indicated or as required for installed location.

2. Directional Arrows: As indicated or as required for installed location.

2.05 BALLASTS AND DRIVERS

A. Ballasts/Drivers - General Requirements:

1. Provide ballasts containing no polychlorinated biphenyls (PCBs).

2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

B. Dimmable LED Drivers:

1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.

2. Control Compatibility: Fully compatible with the dimming controls to be installed.

a. Wall Dimmers: See Section 262726.

2.06 ACCESSORIES

A. Provide accessory plaster frames for luminaires recessed in plaster ceilings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.

C. Verify that suitable support frames are installed where required.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.

B. Install products in accordance with manufacturer's instructions.

C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).

D. Provide required support and attachment in accordance with Section 260529.

E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

F. Suspended Ceiling Mounted Luminaires:

1. Do not use ceiling tiles to bear weight of luminaires.

2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.

3. Secure surface-mounted and recessed luminaires to building structure.

4. Secure pendant-mounted luminaires to building structure.

5. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.

6. In addition to ceiling support wires, provide two galvanized steel safety wire(s), minimum 12 gauge, connected from opposing corners of each recessed luminaire to building structure.

G. Suspended Luminaires:

1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.

H. Install accessories furnished with each luminaire.

I. Bond products and metal accessories to branch circuit equipment grounding conductor.

J. Emergency Lighting Units:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

K. Exit Signs:

1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

L. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

A. Inspect each product for damage and defects.

B. Operate each luminaire after installation and connection to verify proper operation.

C. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.

D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.

C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

3.06 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

BFA+D
Barbara Felix Architecture + Design
511 Agua Fria Street, Santa Fe, NM 87501
505.820.1555 + 505.820.1527 F

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

Request approval of Agreement between the City of Santa Fe and Davenport Construction Management for the Renovation of the Santa Fe Train Depot; $1,534,928.27 Including NMGRT; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

1) Request approval of a Budget Adjustment Request (BAR) in the amount of $600,000. from FY21 GRT in excess of budget to the Railyard WIP Construction budget for the Santa Fe Train Depot Exterior Rehabilitation Project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, (505) 795-2491.

COMMITTEE REVIEW:
Finance Committee – 10/4/2021
Public Works/Public Utilities Committee – 10/12/2021
Governing Body – 10/13/2021

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

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Item Type - meeting information

Item Owner - Bernadette Salazar

Item Background -

Item Sponsor -

Item Tracking Number - 21-12420

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:53:33

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title - Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Item Type - meeting information

Item Owner - Bernadette Salazar

Item Background -

Item Sponsor -

Item Tracking Number - 21-12420

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 06/10/2021 17:19:43

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

MEMORANDUM

Date: September 28, 2021

To: Alan Webber, Mayor
City Council, Finance Committee, Quality of Life Committee

Via: Jarel LaPan Hill, City Manager JLH

From: Bernadette Salazar, HR Director BJS

Re: 2022 Holiday Calendar

Background:

In accordance with Rule 6.50, A., of the City of Santa Fe Personnel Rules and Regulations, attached is the proposed 2022 Holiday Calendar. The holidays listed below comply with the Personnel Rules as well as the current collective bargaining agreements between the City of Santa Fe, the POA, SFFA, and AFSCME. If approved, the calendar will be published for all City of Santa Fe Employees.

Holidays	Actual Date	Observed Date
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021
Martin Luther King Day	Monday, January 17, 2022	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022	Friday, November 25, 2022
Memorial Day	Monday, May 30, 2022	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022	Monday, September 5, 2022
Santa Fe Fiesta (1/2 day)	Friday, September 9, 2022	Friday, September 9, 2022
Indigenous Peoples' Day	Monday, October 10, 2022	Monday, October 10, 2022
Armistice Day/Veterans Day	Friday, November 11, 2022	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022	Thursday, November 24, 2022
Christmas Day	Sunday, December 25, 2022	Monday, December 26, 2022

Action Requested:

Through this memo, I respectfully request that the 2022 Holiday Calendar be approved.

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Sep 30, 2021 11:15 MDT)

Email: jlapanhill@santafenm.gov

Signature: Bernadette Salazar
Bernadette Salazar (Sep 30, 2021 11:22 MDT)

Email: bjsalazar@santafenm.gov

2022 Employee Calendar

Final Audit Report 2021-09-30

Created:	2021-09-30
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFX9a0CfOHSptpQPsOQkZNELRWqlNFv7

"2022 Employee Calendar" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2021-09-30 - 2:12:30 PM GMT- IP address: 73.98.2.224

Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2021-09-30 - 2:13:15 PM GMT

Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
2021-09-30 - 2:45:21 PM GMT- IP address: 104.47.65.254

Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2021-09-30 - 5:15:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Bernadette Salazar (bjsalazar@santafenm.gov) for signature
2021-09-30 - 5:15:20 PM GMT

Email viewed by Bernadette Salazar (bjsalazar@santafenm.gov)
2021-09-30 - 5:21:09 PM GMT- IP address: 104.47.65.254

Document e-signed by Bernadette Salazar (bjsalazar@santafenm.gov)
Signature Date: 2021-09-30 - 5:22:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-09-30 - 5:22:41 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

FINANCE COMMITTEE ACTION:
Approved on consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 10/06/2021
ISSUE NO. 7c Request for the Approval of 2022 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda
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		

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

Item Type - grant

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 19:54:09

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title - Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

Item Type - grant

Item Owner -

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Renee Villarreal

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Michael Garcia, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 06/10/2021 16:37:03

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval of the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 955-6625 and Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 10/04/2021
Quality of Life Committee: 10/06/2021
Public Works and Utilities Committee: 10/12/2021
Governing Body: 10/13/2021

Item Type - grant

Item Owner - Mary McCoy

Item Background -

Item Sponsor -

Item Tracking Number - 21-12312

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 17:30:10

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

MEMORANDUM

TO:	Governing Body Members
VIA:	Jarel LaPan Hill, City Manager
FROM:	Mary McCoy, Finance Director
	Rich Brown, Community Development Director
	Kyra Ochoa, Community Health and Safety Director
RE:	American Rescue Plan Act - Coronavirus Local Fiscal Recovery Funds
DATE:	September 30, 2021

The COVID-19 public health crisis and resulting economic crisis have put state, local, territorial, and Tribal governments under unprecedented strain. As a response American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), which provide a combined $350 billion in federal assistance to eligible state, local, territorial, and Tribal governments to support the public health response, address its economic fallout, and lay the foundation for a strong and equitable recovery.

The COVID-19 pandemic and the corresponding economic crisis have devastated businesses and families in our Santa Fe community. From food insecurity and housing insecurity to businesses that have closed or are struggling to keep their doors open, the pandemic has magnified the persistence of inequity and injustice in our economy and healthcare system.

We are requesting approval of the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. This agreement outlines the terms and conditions for the direct allocation from the federal Coronavirus Local Fiscal Recovery Fund (CLFRF) including:

- Use of award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as set forth in Treasury's implementing regulations.
- Compliance with reporting obligations established by Treasury, as it relates to this award.

The direct allocation from CLFRF to the City of Santa Fe totaling $15 million will provide a substantial infusion of one-time, non-recurring, financial resources to the City to help address economic fallout and lay the foundation for the recovery. As defined in the federal Act, the funding is intended to be used for the following objectives:

- To support urgent COVID-19 response efforts to continue decreasing the spread of the virus and bring the pandemic under control.
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs.
- Support immediate economic stabilization for households and businesses.
- Address systemic public health and economic challenges that have been impacted because of

the pandemic.

To address needs that have been exacerbated by the COVID-19 pandemic and needs that meet the usage and spending timeframe requirements of the ARPA legislation, the City's will solicit input from the public for three main policy umbrellas:

- Economic Resiliency- Targeted programs and assistance for businesses and workers
- Community Resiliency- Targeted programs and assistance for organizations and individuals
- City Resiliency- Targeted programs and assistance to support City operations

Community members can provide feedback on priorities for these funds. The City's public comment period will begin October 11th. A survey will be conducted between October 11th and October 31st and a virtual public meeting will be held October 19th. Finally, a public hearing will also be conducted at Governing Body meeting on October 27th. The City will also schedule a presentation to the Governing Body on public input received by the City on November 10th and will recommend a budget plan for the ARPA funds to the Finance Committee on November 29th and the Finance Committee will present a recommendation to the full governing body on December 8th.

Milestone	**Date/Time**
Public Comment Period via Survey (3 weeks)	October 11th – October 31st
Public Meeting	October 19th, Evening Session
Governing Body Public Hearing	October 27th
Governing Body Review of Public Comment, Summary report of findings	November 10th
Finance Committee Budget Hearing & Vote, more detailed report of findings	November 29th
Governing Body Vote	December 8th

Requested Action

Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

10/04/21 - Finance Committee
10/06/21 – Quality of Life Committee
10/12/21 – Public Works/Public Utilities Committee
10/13/21 - Governing Body

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND

Recipient name and address: City of Santa Fe 200 Lincoln Avenue Santa Fe, New Mexico 87504	DUNS Number: 069420818 Taxpayer Identification Number: 856000168 Assistance Listing Number and Title: 21.027

Sections 602(b)(2) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alan Webber

Authorized Representative Title: Mayor

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Santa Fe by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Santa Fe (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Recipient Date

_____

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

CITY OF SANTA FE SIGNATURE PAGE

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE M. MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 13, 2021 13:52 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

City of Santa Fe

~~Real Estate~~ Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **US Department of the Treasury**

Description: **Coronavirus State Fiscal Recovery Fund**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **March 3, 2021** Term End Date: **December 31, 2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Sep 14, 2021 12:49 MDT) Sep 14, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: acceptance of Grant funding

4. **Funding Source:** _____ **Org / Object:** _____

Andy Hopkins (Sep 14, 2021 10:13 MDT) Sep 14, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Alexis Lotero** Phone # **955-6137**

Email: **aclotero@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee **Review:**
Finance Committee –10/04/2021
Quality of Life Committee – 10/6/2021
Public Utilities and Public Works Committee –10/12/2021
Governing Body – 10/13/2021

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 10/06/2021
ISSUE NO. 7d Request to approve the Acceptance of Award Terms and Conditions for the American Rescue Plan Act (ARPA) Fiscal Recovery Funds. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Rich Brown, Community Development Director, rdbrown@santafenm.gov505-955-6625; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603) **Committee Review:** Finance Committee –10/04/2021 Quality of Life Committee – 10/6/2021 Public Utilities and Public Works Committee –10/12/2021 Governing Body – 10/13/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 10/12/2021 Public Works and Utilities 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		

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - 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 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

Item Type - contract amendment

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12352

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:51:11

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

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 - Request for Approval of Amendment #3 to Agreement #20-0027 with B&D Industries, Inc. for On-Call Citywide HVAC, Plumbing and Electrical Services; Increasing Compensation in the Total Amount of $1,000,000 Plus New Mexico Gross Receipts Tax. (Sam Burnett, Facilities Division Director, jsburnette@santafenm.gov, 505-795-2491)

Committee Review:
Public Works & Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - contract amendment

Item Owner - Sam Burnett

Item Background -

Item Sponsor -

Item Tracking Number - 21-12352

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Michael Garcia, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Chris Rivera

Voting Date Time = 12/10/2021 18:16:37

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

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.

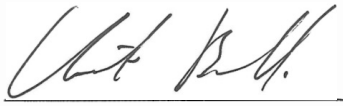
CITY OF SANTA FE:

_____

ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:



CLINTON BEALL
PRESIDENT B&D
INDUSTRIES

DATE: 09.20.2021

CRS#01-716872-004
Registration #224955

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
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 MIHELCIC
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.

Deliverable item:	U/I (unit of issue)	Price
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:

ALAN WEBBER,
MAYOR

DATE: 8/17/2020

CONTRACTOR:

CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

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

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

AL
AL

ITEM # 20-0027

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.

Deliverable item:	U/I (unit of issue)	Price
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:

ALAN WEBBER,
MAYOR

DATE: 1/28/2020

CONTRACTOR:

See Attached

CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE:

CRS#01-716872-004
Registration #19-00110523

ATTEST:

YOLANDA Y. VIGIL coming 12/11/19
CITY CLERK

APPROVED AS TO FORM:

11/4/19
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

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:

_____
ALAN WEBBER
MAYOR

DATE:_____

CONTRACTOR:

_____
JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

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

CRS Number: 01-716872-004

Owner: B & D INDUSTRIES INC

License Number: 224955

License Type: Business License - Renewable

Issued Date: December 29, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 29, 2021

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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

B&DINDU-01 CBUTLER

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

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 :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	6016149371	11/11/2020	11/11/2021	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE	X	X	6016149404	11/11/2020	11/11/2021	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A	X	6 16149385	11/11/2020	11/11/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Worker's Compensatio		X	5672	1/1/2021	1/1/2022	Accid/Empl/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

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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.**
Invoice: **As Requested**

Procurement Specialist: **Mark Lujan**

Telephone No.: **505-469-1610**

Email: **Mark.Lujan@state.nm.us**

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

Date: 5/17/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

DocuSign

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)

Signatures: 1
Initials: 2

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	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.6.163	Sent: 5/17/2021 11:15:15 AM Viewed: 5/17/2021 11:15:29 AM Signed: 5/17/2021 11:15:37 AM
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	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
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	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

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.**
Invoice: **As Requested**

Procurement Specialist: **Mark Lujan**

Telephone No.: **505-469-1610**

Email: **Mark.Lujan@state.nm.us**

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

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

DocuSign

Certificate Of Completion

Envelope Id: 5AA6653C675B4A2FBAF15B50824C3C7E
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

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
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.6.163	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 Viewed: 5/11/2021 9:51:29 AM 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
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
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**
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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

GSD/PD (Rev. 04/19)

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

Valerie Pauk for

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.

Invoice:
As Requested at time of order

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.

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

(Rev. 1/19)

State of New Mexico
General Services Department

REVISED Statewide Price Agreement

Awarded Vendor
23 Vendors (See Pages 6 through 9)

Telephone No. _____

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

Invoice:
As Requested

Price Agreement Number: **90-000-18-00073**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

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,

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 page1. 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 or 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.

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@banddindustries.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@calibernm.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

(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

(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

(AS) 0000134853
JLC Professional Plumbing & Heating
1404 Sigma Chi Rd. NE
Albuquerque, NM 87106
505-206-9067
jlc_plumbing@icloud.com

Delivery: As Requested

(AT) 0000014482
Johnson Controls, Inc.
5500 Midway Park Place NE
Albuquerque, NM 87109
505-379-2856
joseph.c.perea@jci.com

Delivery: As Needed

(AU) 0000043952
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

Delivery: 2 Days

(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jpboyd@tlcplumbing.com

Delivery: Destination

(AW) 0000051414
WWRC, Inc.
1716 W 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Delivery: As Requested

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**

Fran Duran — 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	
☒	☐	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: _____

James Garduno	Project Administrator	August 9, 2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (Sep 3, 2021 8:09 MDT)	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.

*

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7g 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 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

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 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

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

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - 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

Item Type - contract amendment

Item Owner - Efren Morales

Item Background -

Item Sponsor -

Item Tracking Number - 21-12385

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:52:13

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

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 - Request for Approval of Amendment #6 to the Alpha Southwest Contract to Increase the Amount of Compensation by $297,930.29 for Emergency Repair. (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

Item Type - contract amendment

Item Owner - Efren Morales

Item Background -

Item Sponsor -

Item Tracking Number - 21-12385

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:32:47

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

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 SJ
MIKE DOZIER, WWM DIVISION DIRECTOR MD

FROM: EFREN MORALES, WWM PLANT SUPERINTENDENT EM

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 apprived 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	DATE
PUD/Waste Water	9/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
				.	
WWMD Treatement Plant	5000367	520150		297,930	
				297,930	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 297,930	$ -

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

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 9/15/2021
Prepared By *{print name}* Date

Michael Dozier (Sep 15, 2021 15:44 MDT) 9/15/21
Division Director Signature *{optional}* Date

Shannon Jones 9/15/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Sep 15, 2021 16:30 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* 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

($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
Vice President
TITLE

Date: 15 Sep 2021

CRS # 002328120110926
City of Santa Fe Business Registration # 225207

ATTEST:

_____
KRISTIN BUSTOS MIHELCIC, 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

ALPHA SOUTHWEST INC.

Job No.	TBD

Meghan's Estimate Sheet

Updated By: Meghan	9/8/2021

Description of work or products provided:	TS#	QTY.	Price ea.	Total
Item 1: TS-1 Labor: Shop Drawings, Reports, O&M Manuals, Permits, Calculations, Scheduling, Etc.	TS-1	60	$ 60.00	$ 3,600.00
Item 2: TS-17a Labor: Travel Time	TS-17a	275	$ 65.00	$ 17,875.00
Item 3: TS-7a Labor: Repair, Replacement of Well, Booster Station, and Reservoir Equipment	TS-7a	350	$ 65.00	$ 22,750.00
Item 4: TS-8 Labor: Fabrication & Machine Shop Labor	TS-8	200	$ 75.00	$ 15,000.00
Item 5: TS-11 Materials: Surgebuster Check Valves, Disc Filter Materials, Flanges, Pipe, Copulings, Elbows, Ball Valves, Etc.	TS-11	1	$ 95,500.00	$ 95,500.00
Item 6: TS-11 Misc. Materials: Gaskets, Nuts, Bolts, Paint, Etc.	TS-11	1	$ 3,315.00	$ 3,315.00
Item 7: TS-11 Electrical Materials: PLC, VFD, Conduit, Wire, Etc.	TS-11	1	$ 20,000.00	$ 20,000.00
Item 8: TS-16a Electrical Labor:	TS-16a	280	$ 100.00	$ 28,000.00
Item 9: TS-15 Subcontract Work: Kruger Process Engineer	TS-15	1	$ 19,800.00	$ 19,800.00
Item 10: TS-14 Rental Equipment	TS-14	1	$ 2,176.68	$ 2,176.68
Item 11: TS-11 Materials: Coating	TS-11	1	$ 1,500.00	$ 1,500.00
Item 12: TS-11 Estimated Freight	TS-11	1	$ 15,000.00	$ 15,000.00
Item 13: TS-15 Subcontract Work: 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 Gardner

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: Conctract

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**

Fran Dunaway (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; 505033**

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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ALPHSOU-01 THUELSKAMP

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	NAIC #
INSURER A : Valley Forge Insurance Co	20508
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alpha Southwest, Inc.
P O Box 9263
Albuquerque, NM 87119

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5093812966	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Prof E&O with Pollution						Occ/Agg	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BUA 6081446186	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			CUE 5093778091	10/1/2020	10/1/2021	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		WC 5 93848947	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
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

City of Santa Fe
Maya Martinez
801 W San Mateo Road
Santa Fe, NM 87505

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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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	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
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☐	☒	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
☐	X	FIR
☐	X	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: 4year contract

Efren Morales, WWMD — Efren Morales (Sep 15, 2021 15:26 MDT) — WWM Plant Superintendent — 9-15-2021

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

Fran Dunaway (Sep 23, 2021 10:53 MDT) — Chief Procurement Officer — Sep 23, 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.

*

ITEM # 19-0523

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
Dec 5 6.20.2019

APPROVED AS TO FORM:

5/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52631.520400; 52452.520400; 52363.520400
Business Unit Line Item

ITEM # 19-0395

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:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Warren Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

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

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52761
62462.520150
Business Unit/Line Item

ITEM # 20-0212

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

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

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:

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Alpha Southwest Inc

NAME
Vice President
TITLE

Date: 5 Aug 2020

CRS # 002328120110926
City of Santa Fe Business Registration # 225207

ATTEST:
yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
CC Mtg 07/29/2020 gc

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:
Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

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 09:15 MDT)

NAME
Vice President
TITLE
Date: 8/19/2020

CRS # 002328120110926
City of Santa Fe Business
Registration # 225207

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC
GC

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 19, 2020 09:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

5000375.510320
Business Unit/Line Item AL
AL

Mary McCoy

Finance Director

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 caries as contingency.
PLC Replacement	$ 43,575.00	Alpha placeholder. Simplified operation strategy discussed onsite may significantly reduce PLC/SCADA costs. Cost carried as contingency for various operational scenarios.
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	

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

CRS # 002328120110926
City of Santa Fe Business Registration #

ATTEST:

Kristine Mihelcic (Jun 16, 2021 21:45 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 06/09/2021

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

AJH

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7i

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

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	

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: **September 28, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Shannon Jones, Public Utilities Department Director SJ

FROM: **Jesse Roach, Director, City of Santa Fe Water**
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 (BCC), it was tabled pending feedback from Commissioners. That feedback has resulted in several proposed changes from the County which are incorporated into the latest version that City Staff recommends for approval. The changes between the recommended agreement and the agreement approved by the Governing Body on August 11th are shown in one red-lined agreement included in the packet. The 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.

Wording changes between 9/27/2021 PWPUC and 9/28/2021 BCC Agreements:
Finally, there is a second red-lined agreement in the packet (with fewer changes) because overlapping packet deadlines led to a slight difference between a version approved on consent by the City's Public Works and Public Utilities Committee (PWPUC) on September 27, 2021, and a version approved by BCC on September 28, 2021. The version approved by BCC is the same in intent but has some clarifying language, and it is recommended that

the BCC version be carried forward to the City's Finance Committee and Governing Body, and that all members of the PWPUC are aware, when they vote on approval of the agreement at Governing Body (or leave it on consent) that there are slight differences in wording though not intent between what they are approving as part of the full Governing Body, and what they approved at PWPUC.

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 the Lower Santa Fe River 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 costs associated with the Lower Santa Fe River Planning process required by Paragraph 6(a) and 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 redivert the water at the BDD, then the Parties expect the quantity of rediversion 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 rediversion, then the City would redivert 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 (i) within 180 days of the effective date of this Agreement and (ii) 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 29, 2021 10:28 MDT)

Senior Assistant City Attorney — Sep 29, 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**

Fran Delaway (Jun 9, 2021 [illegible] MDT) — Jun 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Water Enterprise** **Org / Object:** **5050381**

Andy Hopkins — Jun 9, 2021

Andy Hopkins (Jun 9, 2021 17:14 MDT)

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	
☒	☐	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: _____

Jesse Roach, Water Division Director 5/10/21

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

Fran Dunaway (Jun 9, 2021 17:34 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

SFC SJC

Final Audit Report 2021-06-03

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

SFC SJC

Final Audit Report 2021-06-04

Created:	2021-06-03
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAWgWSiBRL5BBl8m0F73_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

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~~the Lower Santa Fe River 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 costs associated with the Lower Santa Fe River Planning process required by Paragraph 6(a) and 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 redivert the water at the BDD, then the Parties expect the quantity of rediversion 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 rediversion, then the City would redivert 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 ~~Abiqiuiu~~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. ~~Within 180 days of the effective date of this Agreement, the~~The County will lead, and the City will actively ~~particate~~participate in a stakeholder-~~informed~~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-~~informed~~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 (i) within 180 days of the effective date of this Agreement and (ii) before the Office of the State Engineer application public notice is published. Ideas to be explored during the stakeholder-~~informed~~involved planning process may include developing target flows and hydrographs for the ~~lower~~Lower Santa Fe River, ~~as well as~~ 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:

Mary McCoy, City Finance Director — Date

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney — 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-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~~the 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 costs associated with the Lower Santa Fe River Planning~~,~~ process required by Paragraph 6(a) and 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 redivert the water at the BDD, then the Parties expect the quantity of rediversion 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 rediversion, then the City would redivert 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~~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 (i) within 180 days of the effective date of this Agreement~~,~~ and (ii) 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.

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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.

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Santa Fe, NM 87501
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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
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County Manager
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: 986-6200
Fax: 986-2740

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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.

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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, Date
City of Santa Fe Clerk

APPROVED:

_____ _____
Mary McCoy, City Finance Director Date

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry, City Attorney 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

Signature: 

Email: jdroach@santafenm.gov

Signature: 

Email: swjones@santafenm.gov

Signature: Marcos D. Martinez
Marcos D. Martinez (Sep 29, 2021 10:51 MDT)

Email: mdmartinez@ci.santa-fe.nm.us

Signature: Jarel LaPan Hill

Email: jlapanhill@ci.santa-fe.nm.us

City of Santa Fe

VOTE SUMMARY

Meeting Name - Finance Committee

Meeting State - Final

Meeting Start Date - 04/10/2021

Meeting End Date - 05/10/2021

Meeting Committee - Finance Committee

Meeting Custom Tracking Number -

Item Title - 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
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - informational

Item Owner - Jesse Roach

Item Background -

Item Sponsor -

Item Tracking Number - 21-12370

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Motion Time Stamp - 04/10/2021

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Roman Abeyta, Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

Voting Date Time = 04/10/2021 17:53:02

User First Name - Carolynn

User Last Name- Roibal

User Middle Name-

User Full Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe

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

Committee Review:
Public Works and Utilities Committee: 09/27/2021
Finance Committee: 10/04/2021
Governing Body: 10/13/2021

Item Type - informational

Item Owner - Jesse Roach

Item Background -

Item Sponsor -

Item Tracking Number - 21-12370

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Chris Rivera, Roman Abeyta, Signe Lindell, JoAnne Vigil Coppler

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:32:58

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **September 23, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Shannon Jones, Public Utilities Department Director SJ

FROM: **Jesse Roach, Director, City of Santa Fe Water**
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
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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 redivert the water at the BDD, then the Parties expect the quantity of rediversion 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 rediversion, then the City would redivert 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. <u>Lower Santa Fe River Planning Process; County Termination Option</u>

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. <u>Substitution of Treated Effluent to Supply Turf Irrigation</u>. 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**

Fran Delaway (Jun 9, 2021 [illegible] MDT) — Jun 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **Water Enterprise** **Org / Object:** **5050381**

Andy Hopkins — Jun 9, 2021

Andy Hopkins (Jun 9, 2021 17:14 MDT)

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	
☒	☐	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: _____

Jesse Roach, Water Division Director 5/10/21

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

Fran Dunaway (Jun 9, 2021 17:34 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

SFC SJC

Final Audit Report 2021-06-03

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

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2021-06-02 - 8:50:16 PM GMT

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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

SFC SJC

Final Audit Report 2021-06-04

Created:	2021-06-03
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAWgWSiBRL5BBl8m0F73_o5cuuExGLibq3

"SFC SJC" History

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2021-06-03 - 10:51:16 PM GMT

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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

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2021-06-03 - 11:10:56 PM GMT

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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:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

Signature: Jarel LaPan Hill

Email: jlapanhill@ci.santa-fe.nm.us

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7j 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 Finance Committee: 10/04/2021 Governing Body: 10/13/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/4/21
FOR CITY COUNCIL MEETING OF 10/13/21

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

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

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Authorizing Officer(s) to Sign on Behalf of the City, so that the City May be Eligible for and to Receive Federal Transit Authority Funding. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - David Chapman

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12436

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 17:30:50

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: October 5, 2021

To: Public Works and Utilities Committee and Governing Body

From: Regina Wheeler, Public Works Department Director
David A. Chapman, Grant Administrator DAC

RE: Certifications and Assurances Official Role Authorization

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EXECUTIVE SUMMARY:
A Certifications and Assurances document must be executed on an annual basis by the City of Santa Fe's authorized representative. In context, the authorized representatives have the role of "Official." The "Official" must be authorized for this ***Role*** by the execution of a Resolution approved by the Governing Body. The designation of 'Official' is required in order for Regina Wheeler, Public Works Department Director and David A. Chapman, Grant Administrator to update and submit Santa Fe Trials (SFT) Annual Certifications and Assurances which is currently due.

BACKGROUND:
Since Santa Fe Trails (SFT) is receiving and utilizing federal funds, it must certify and compete the following key elements of the FY21 Certifications and Assurances:

- Public Transportation agency Safety Plans
- Transit Asset Management Plan
- Rolling Stock Buy American Reviews and Bus Testing
- Urbanized Area Formula Grants Program
- Grants for buses and Bus Facilities and Low or No emission Vehicle Deployment Grant Programs
- Enhanced Mobility of Senior and individuals with Disabilities Programs
- State of Good Repairs Grants
- Alcohol and Controlled Substances Testing
- Demand Responsive Service

The Certifications and Assurances (C&A) is one of (21) module deliverables that SFT must complete as part of their FY2021 National Transit Data (NTD) Report which is due 10/31/2021. A current C&A is also required before SFT's NM-2025-025 Section 5337 grant application can be awarded.

ACTION REQUESTED:
Approval of Resolution

ATTACHMENTS:
Resolution
Financial Impact Report (FIR)
Designation of Signature Authority (Regina Wheeler)
Designation of Signature Authority (David A. Chapman)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

AUTHORIZING OFFICER(S) TO SIGN ON BEHALF OF THE CITY, SO THAT THE CITY MAY BE ELIGIBLE FOR AND RECEIVE FEDERAL TRANSIT AUTHORITY FUNDING.

WHEREAS, Federal Transit Authority funding requires the City to grant certification authority to specific individuals; and

WHEREAS, the authorized individuals must be named by City resolution; and

WHEREAS, the City Attorney must affirm the certifications, that the applicant and the applicant's authorized representatives have the legal authority to make the certifications, and that there is no pending legislation, litigation, or other legal matter that could adversely affect the validity of any certification.

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

1. Regina Wheeler, Public Works Department Director, is authorized to sign the required Certificates and Assurances and/or

2. David Chapman, Grant Writer, is authorized to sign the required Certificates and Assurances.

BE IT FURTHER RESOLVED that the City Attorney will review all such certifications prior to signature by the authorized officer(s).

PASSED, APPROVED, AND ADOPTED this __ day of _____, 2021.

_____

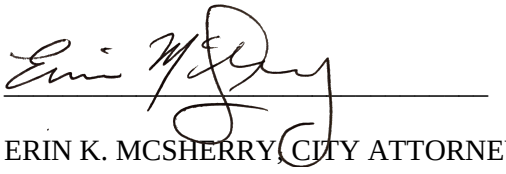
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Certification Signing Authority

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DESIGNATION OF SIGNATURE AUTHORITY
for the
TRANSPORTATION AWARD MANAGEMENT SYSTEM
(TrAMS)

The **City of Santa Fe** hereby authorizes **Regina Wheeler, Public Works Department Director** to be assigned and use of a Personal Identification Number (PIN), for FTA's Transportation Award Management System (TrAMS):

If person being added is a new user to TRAMS, please provide email address, physical address, and phone number.

__X__1. Official User Role

____2. Attorney User Role

____3. Submitter User Role

/ Mayor
Name and Title of Grantee Official

Date

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DESIGNATION OF SIGNATURE AUTHORITY
For The
TRANSPORTATION AWARD MANAGEMENT SYSTEM
(TrAMS)

The **City of Santa Fe** hereby authorizes **David A. Chapman, Grant Administrator** to be assigned and use of a Personal Identification Number (PIN), for FTA's Transportation Award Management System (TrAMS):

If person being added is a new user to TRAMS, please provide email address, physical address, and phone number.

__X__1. Official User Role

____2. Attorney User Role

____3. Submitter User Role

/ Mayor
Name and Title of Grantee Official

Date

FIR No. 10350

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Certifications and Assurances Applicant Authorization

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: David A. Chapman Date: 9/20/21 Phone: 505-660-2619

Reviewed by City Attorney: _____ Date: Oct 7, 2021

Reviewed by Finance Director: _____ Date: Oct 13, 2021

Summary:
The Certifications and Assurances for the Federal Transit Administration's annual National Data Report must be executed by the applicant's authorized representative. The authority of the authorized representative to make certifications on behalf applicant must be demonstrated by submitting a resolution of the applicant's governing body. The designation of "Official" is required in order for Regina Wheeler, Public Works Department Director and David A. Chapman, Grant Administrator to update and submit Santa Fe Trials (SFT) Annual Certification and Assurance which is currently due.

Departments Affected:
The Public Works Department.

Consequences of Not Enacting Legislation:
The City of Santa Fe's FTA Grant Application # NM-2021-205-00 for $200,444 and future applications would get rejected and all existing FTA grants to Santa Fe Trails would be in severe jeopardy of losing funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
Loss of current and future FTA Funding for Santa Fe Trails.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: David A. Chapman
David A. Chapman (Oct 6, 2021 00:14 MDT)

Email: dachapman@ci.santa-fe.nm.us

Signature:

Email: rawheeler@ci.santa-fe.nm.us

11. DISCUSSION/ACTION ITEMS

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

A Resolution Authorizing Officer(s) to Sign on Behalf of the City, so that the City May be Eligible for and to Receive Federal Transit Authority Funding. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:

Introduced: 09/29/21

Public Works and Utilities Committee: 10/12/21

Governing Body: 10/13/21

Name: Stefanie Beninato

Comment - 10/13/2021 12:50 PM: (No Vote)

How will these officers signing affect the ability to track the city's finances? Isn't it this type of diffusion of responsibility that has led to oversight problems?

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 12/10/2021

Meeting End Date - 13/10/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Approving the City of Santa Fe's Title VI Transit Program as Required by the Federal Transit Administration. (David Chapman, Grants Administrator: dachapman@santafenm.gov, 955-6824)

Committee Review:
Introduced: 09/29/21
Public Works and Utilities Committee: 10/12/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - David Chapman

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12437

Motion Type - Approve

Motion Mover - JoAnne Vigil Coppler

Motion Seconder - Michael Garcia

Motion Status - approved

Motion Time Stamp - 12/10/2021

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 = 12/10/2021 17:31:04

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the City of Santa Fe ("City") is required to submit a Title VI Program to the Federal Transit Administration ("FTA") once every three years; and

WHEREAS, the Reporting Requirements included in the Title VI Requirements and Guidelines includes a requirements that a recipient's governing body approve the Title VI Program prior to submittal by the recipient to the FTA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City's Title VI Transit Program, attached as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the Title VI Program to the Federal Transit Authority.

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

_____

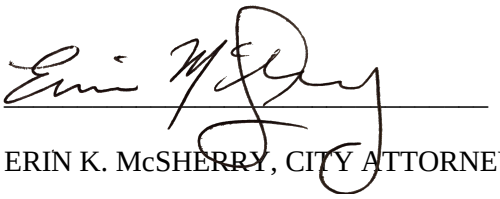
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Title VI Transit Program Adoption

City of Santa Fe, New Mexico
Memorandum

Date: October 5, 2021

To: Public Works and Utilities Committee and Governing Body

Via: Regina Wheeler, Public Works Department Director RW
Thomas A. Martinez, Transit Division Director of Operations TM

From: David A. Chapman, Grant Administrator DAC

RE: Request for Approval of Santa Fe Trails Title VI Program, FFYs 2021-2223

ITEM

Santa Fe Trails is required to submit a Title VI Program to the Federal Transit Administration (FTA) once every three years. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

The final Circular, 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration (FTA) recipients" became effective on October 1, 2012, and supersedes FTA Circular 4702.1A. The Reporting Requirements section includes a requirement that a recipient's board of directors or appropriate governing entity approve the Title VI Program before the recipient submits it to FTA via the FTA TrAMS platform. Recipients will be required to submit, with the Title VI Program, a copy of the Governing Body's Resolution and meeting minutes as evidence that the Governing Body has approved the program.

There is no fiscal impact to the City of Santa Fe or Santa Fe Trails in the implementation of this program.

ACTION REQUESTED

Recommend to the Governing Body to approve the Santa Fe Trails Title VI Program Fiscal Years 2021-23 and direct staff to submit the program to FTA at this time.

ATTACHMENTS

Resolution
Santa Fe Trails Title VI Program, Federal Fiscal Years 2021 – 2023
Fiscal Impact Report

SANTA FE TRAILS

Title VI Program

August 18, 2021

Originally Issued June 2020

Revised in Response to Title VI Program Review Assessment

Dated January 6, 2020 and Triennial Review August 2021

SANTA FE TRAILS
TITLE VI COMPLIANCE PLAN

Part One: Introduction Part Two: Public Notice of Rights
Part Three: Complaint Process/Investigation Procedure/ Complaint Form
Part Four: Public Participation Part Five Standards and Policies
Part Six Limited English Proficiency Plan
August 2021

PART ONE: Introduction

The City of Santa Fe operating the Santa Fe, prepared this Title VI Public Notice of Rights and Complaint Process in compliance with the Title VI Circular 4702.1B. There is no history of and or active investigations, lawsuits and/or complaints concerning Civil Rights Compliance.

Transit service operates as a fixed route serving six city routes seven days a week. Four Commuter/College Routes operates weekdays with limited Saturday service. Santa Fe Pick-up Shuttle provides service around Downtown and to Museum Hill and Canyon Road. Connections to the Santa Fe Depot Rail Runner Station are also scheduled. Curb to curb transportation service for persons with disabilities who cannot use the regular service is available. All vehicles in the fleet are wheelchair accessible and all stops provide access for mobility devices. Santa Fe Trails has developed system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin.

No sub-recipients are active in providing transit services. All service is provided and facilities are located within the city limits of Santa Fe.

Santa Fe is governed by the elected Mayor and City Council. The Council currently includes five females and four males, three Caucasian and six Hispanic/Latino. The Transit Advisory Board (TAB) is a citizens committee appointed by the Mayor that informs and makes recommendations to the City Council on the policies, procedures and development of the City's public transportation system. It is intended that there be diversity in the TAB membership, representing the various demographics (e.g., age, sex, and race) reflected in the population of the transit system's service area. With two vacant seats, current membership includes:

Transit Advisory Board				
Male	Female	Caucasian	Hispanic/ Latino	Other
5	2	5	2	0

An Equity Analysis has been completed for the two capital funding projects. Both are improvements/renovation of properties already owned by the City of Santa Fe. No land acquisitions or displacement of persons from their residences or business will be required. The two facilities are the Downtown Transfer Center/Sheridan Avenue and the Southside Transit Center.

Downtown Transfer Center project will provide improvements such as benches, lighting, and information kiosks. Outreach to persons potentially impacted by this location included the needs of workers, vendors, and tourists to this major tourist and arts center. The location is currently in use with minimal amenities and will not impact the current use level in terms of vehicle traffic. There is no anticipated cumulative impact of increased traffic. It is anticipated these renovations will have a positive impact on traffic flow. As shown in the Language Assistance Plan, this location will continue to support our varied population. The location of this site does not exclude persons or subject them to discrimination on grounds of race, color, or national origin.

Southside Transit Center project will be a new and expanded location from the previous transfer location at Santa Fe Place Mall. Mall Management has agreed that the relocation be given a priority as the congestion of bus, automobile and pedestrian traffic is a problem. The Southside Transit Center will be located in a building already owned by the City of Santa Fe. In addition to bus transfer slots, the Center will include indoor facilities. Persons that will be impacted by the siting include workers, shoppers, as well as residents in one of many apartments/multifamily residents nearby. Located in a primarily commercial strip on a major arterial, there will be good access to this site. There were no other sites in the immediate area that were preferable. As opposed to increased traffic, this location will decrease the potential challenges of mixing of bus, automobile and pedestrian traffic. The location of this site does not exclude persons or subject them to decrimination on grounds of race, color, or national origin.

PART TWO: Public Notice of Rights

The following statement shall be posted on site at the Santa Fe Trails office, on the Santa Fe Trails website (www.santafenm.gov/transit); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: *(Documents will be translated into languages other than English, upon request.)*

> *Non-Discrimination - Your Rights under Title VI of the Civil Rights Act of 1964*
> *The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. The Santa Fe Trails operates without regard to race, color, and national origin. Any person, who believes the Santa Fe Trails has violated his /her Title VI protections, should contact the Santa Fe Trails at 505-955-2001 or toll free 866-551-7433, Title VI Coordinator. The Santa Fe Trails has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to Santa Fe Trail customers upon request. The Santa Fe Trails Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the Santa Fe Trails Department at the above-noted information. For Federal Title VI information please contact the Federal Transit Administration (FTA), Region 6 at 817-978-0567. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.*

PART THREE: Complaint Process and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the Santa Fe Trails. All Title VI obligations and complaint procedures will be translated into other languages as needed.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and Santa Fe Trails may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The Santa Fe will prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

Over the past three years, Santa Fe Trails has not received any allegations of discrimination based on race, color, or national origins. No active investigations have been conducted by entities other than the FTA and no lawsuits and/or complaints naming the grantee have been filed concerning Title VI rights.

When a complaint is received, the following measures will be taken to resolve Title VI complaints:

1) A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, national origin), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints. The Santa Fe Trails strongly encourages the use of the attached *Santa Fe Trails Title VI Complaint Form* when filing official complaints.

The preferred method is to file your complaint in writing using the *Santa Fe Trails Title VI Complaint Form*, and sending it to:

Title VI Coordinator/Grant Administrator
Santa Fe Trails
2931 Rufina Street
Santa Fe, NM 87507

or NMDOT
Program Manager
Civil Rights and Business Resource Center
1570 Pacheco Street, Building A-10
Santa Fe, NM 87505
505-470-6739

or Federal Transit Administration
Region 6
Attn: Civil Rights Officer
819 Taylor Street
Room 14A02
Fort Worth, TX 76102
817-978+0567

2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Santa Fe Trails Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Santa Fe Trails Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.

3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.

4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

5) Within 15 calendar days from receipt of a complete complaint, the Santa Fe Trails will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the complainant or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
   a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.

   b. If the complaint is to be investigated, the notification shall state the grounds of the Santa Fe Trails' jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6) When the Santa Fe Trails does not have sufficient jurisdiction, the Transit Division Director or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

7) If the complaint has investigative merit, the Transit Division Director or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transit Division Director within 60 calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.

8) The Transit Division Director or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.

9) If the Complainant is dissatisfied with the Santa Fe Trails resolution of the complaint, he/she has the right to file a complaint with the NMDOT Title VI Coordinator or FTA Region 6 Civil Rights Officer. (Contact information in Section 1)

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.

Title VI Complaint Form

Instructions: If you would like to submit a Title VI complaint to the Santa Fe Trails, please fill out the form below and send it to: Santa Fe Trails, Attn: Title VI Coordinator, 2931 Rufina Street, Santa Fe, NM 87507. For questions or a full copy of the Santa Fe Trails Title VI policy and complaint procedures call 505-955-2001 or email tamartinez@santafenm.gov.

Section I:				
Name:				
Address:				
Telephone (Home):		Telephone (Work):		
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	

Section II:		
Are you filing this complaint on your own behalf?	Yes*	No
*If you answered "yes" to this question, go to Section III.		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party: _____		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

[ ] Race [ ] Color [ ] National Origin

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

_____

_____

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No

Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

[ ] Yes [ ] No

If yes, check all that apply: [ ] Federal Agency: _____ [ ] Federal Court _____ [ ] State Agency _____ [ ] State Court _____ [ ] Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Agency:
Address:
Telephone:
Section VI
Name of agency complaint is against:
Contact person:
Title:
Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

_____ _____ _____

Signature Date

Please submit this form in person at the address below, or mail this form to:
Santa Fe Trails Title VI Coordinator
2931 Rufina Street
Santa Fe, NM 87507
For assistance contact 505-955-2223

PART FOUR Public Participation

Public Participation Plan (PPP)

The Santa Fe Trails Public Participation Plan (PPP) describes how the Santa Fe Trails communicates and distributes information to the public as well as how the public can interact and provide comments to the Santa Fe Trails. The needs of those traditionally underserved by the existing system will be sought and considered by the transit system.

Through its public involvement efforts, the Santa Fe Trails will strive to achieve the following Title VI and Environmental Justice (EJ) goals:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Title VI states that no person shall, on the ground of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Santa Fe Trails will ensure that the input and feedback from all people will be considered in the development of Santa Fe Trails planning documents and activities.

EJ concerns and goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

To encourage minorities to participate in developing Santa Fe Trail policies, the following actions relating to Environmental Justice and Title VI will be taken to reduce the barriers for participation in the decision-making process by low income, minority or disabled individuals. Over the past three years, Santa Fe Trails has actively undertaken the following activities:

1. When possible, public meetings will be held in locations that are convenient to low and moderate income neighborhoods and accessible to disabled populations. Such locations include community centers, senior centers and schools. Where possible, the staff of Santa Fe Trails will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.
2. Upon request, all Santa Fe Trails work products and documents will be made available in alternative formats, including Braille, large type and languages other than English.
3. The following statement will be included in all Santa Fe Trails documents: The Santa Fe Trails does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. This document can be made available in alternative formats by calling the Santa Fe Trails Office at 505-955-2011.

4. The following statement will be included in all meeting announcements:

   If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please call 505-955-2001 or Toll Free 866-551-7433 or send an email to snbolleter-gonzales@santafenm.gov five working days prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Public Works Administrative Assistant if a summary or other type of accessible format is needed.

5. Agencies and organizations that represent low income, minority and disabled populations will be identified and included in Santa Fe Trails mailings. Staff will maintain an active listing of contacts for these organizations. These organizations include SCORE (Mentoring Small Business Entrepreneurs), Santa Fe Small Business Center, and Santa Fe Hispanic Chamber.
6. The Santa Fe Trails will evaluate Environmental Justice actions and Title VI requirements on an annual basis to ensure effectiveness of public involvement. This document will be reviewed and updated in conjunction with the Public Participation Plan.
7. The Transit Advisory Board is made of citizens reflecting the diversity of our community including a range of races, ages, and sex. The TAB includes frequent Santa Fe Trail riders and actively supports and advocated for the needs of minority and LEP groups.
8. In addition to information/community meeting opportunities, a primary opportunity for public participation over the past three years has information in The Santa Fe Office of Economic Development Newsletter. In addition to Meeting information, Workforce Resources and Small business Financing, all RFPs are publishes in this bilingual format. The most recent newsletter offers information about a Black Foundation Start-Up Grant and a Backstage Capital Grant targeting the LGBTQ. Santa Fe Trails maintains information about these options and is a frequent source of transit to meetings. newsletters published by

Communication and Notification to the Public

All members of the public are ensured protections against discrimination which are afforded to them by Title VI. To ensure open communication with the public, the Santa Fe Trails will adhere to the following requirements:

- The Santa Fe Trails will disseminate agenda and public meeting information to members of the public via accessible printed and electronic media, including postings on the transit's website. Documents and agendas will be available at the Santa Fe Trails Office 2931 Rufina Street.
- Public notices of Santa Fe Trails meetings will be posted at the location of the meeting site.
- In appropriate documents, the Santa Fe Trails will include a statement that the organization complies with Title VI by assuring that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Santa Fe Trails transit program, activity, or service.

System-Wide Service Standards/Policies

Service Standards and Policies have been developed to assure that frequency of service, age and quality of vehicles assigned to routes, quality of stations and location of routes are not determined on the basis of race, color, or national origin. No person will be excluded from participation or denied benefits of the service based on race, color or national origin.

Service Standards:

Vehicle Load:

Vehicle loads will be determined by the seating capacity of specific vehicles: All vehicles are equipped with standee bars/rails.

Average Vehicle Load Standards: Passenger Capacities				
Vehicle Type	Seated	Standing	Total	Maximum Load Factor
35ft Bus	30	15	45	1.3
30ft Bus	25	15	40	1.3
Vans	23	8	31	1.3

Headway:

Headway (the amount of time between two vehicles traveling in the same direction, vary depending on the service provided and the day of week. Headway standards for current services include:

Headways (May very based on Peak Times/Early Morning/Late Night)			
Santa Fe Trails	Weekday	Saturday	Sunday
Route 1	25	60	60
Route 2	15	30	30
Route 4	30	60	60
Route 5	60	60	No Service
Route 6	60	60	No Service
Route M	60	60	60
Route 21	70	No Service	No Service
Route 22	60	No Service	No Service
Route 24	35	70	70
Route 26	70	70	70
Historic Shuttle	15	15	15
Museum Shuttle	30	30	30
Canyon Road Shuttle	30	30	30

On Time Performance:

On-time performance is based on monitoring the daily operations of Santa Fe Trails' route, Commuter, and Shuttle services based on published standards. Our target is 95% of all transit vehicles will complete the established runs no more than 5 minutes early or late.

A vehicle is considered on time if it departs a scheduled time point within 3 minutes of the published time. Our target for on-time performance is 90% or greater.

Performance is monitored by Dispatch as well as GPS tracking installed on each vehicle. We also encourage all riders to comment on all aspects of service including on-time performance.

Service Availability Standards:

The Santa Fe Trails has designed three levels of service to insure availability to a maximum number of riders.

Routes: Operates in five neighborhoods providing access to residents within a ¼ mile walk to the nearest bus stop. Service is more frequent during peak hours on the weekday, with less frequent service on Saturday and Sunday

Commuter Routes: Operates to service college/business parks with maximum service during peak hours. Two routes do not have weekend service with limited service on Saturday and Sunday to two educational centers.

Shuttle: Operated in the heavily traveled shopping, art, and museum districts frequented by many tourists and visitors. In addition to providing easy on/Off service, the shuttle provides significant relief from traffic/parking congestion.

Service Policies

Distribution of Transit Amenities:

Bus stop signs are located along the route.
Printed information is available on each vehicle. Also posted on each vehicle are route maps and visitor information. Video technology, available on all vehicles, is used to provide current information.
Waste receptacles are placed throughout the City.
Vehicle Assignment

The average age of the vehicles is 7 (seven) years. Vehicles are assigned based on capacity required (i.e. for route service, larger vehicles on weekdays, and smaller vehicles on weekends). Vehicles are rotated between routes to assure equitable access to newer vehicles. All vehicles have similar technology such as video capacity and GPS locators.

PART SIX: Limited English Proficiency Plan

I. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for the Santa Fe Trails/dba Santa Fe Trails has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall "on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Federal Executive Order No. 13166, issued in August 2000 by President Clinton, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)..." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. and Acting Assistant Attorney General, Loretta King directed a strengthening of enforcement of Title VI in a memorandum dated July 10, 2009.

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the New Mexico Department of Transportation (NMDOT), this Limited English Proficiency (LEP) Plan for the Santa Fe Trails has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. POLICY

It is the policy of the Santa Fe Trails to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The Santa Fe Trails will, to the maximum extent feasible, in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided.

The Santa Fe Trails will comply with the "safe harbor" concept as it applies to the translation written of documents when certain thresholds are exceeded. Oral interpretation may be acceptable access when the translation of documents becomes burdensome as to defeat the legitimate objectives of a program. Safe Harbor guidelines include:

Size of Language Group	Recommended provision of written language assistance	Santa Fe Trails Population Groups Meeting Safe Harbor Guidelines
1,000 or more in eligible population in the market area or among current beneficiaries.	Translated vital documents.	Spanish, Asian and Pacific Island
More than 5% of the eligible population or beneficiaries and more than 50 in number.	Translated vital documents.	Spanish, Asian and Pacific Island
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents	Spanish, Asian and Pacific Island, Other Indo European.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written Translation is required.	Spanish, Asian and Pacific Island, Other Indo European

III. LIMITED ENGLISH PROFIENCY NEEDS OF AREA

The *Four-Factor Analysis* developed by the FTA requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

Factor 1. Number and Percentage of LEP Persons in Our Area

1. Permanent Population

As shown in the table below, it is estimated that 10.5% (14,565) of our residents over the age of 5 speak English less than very well. Of that portion of the population that speaks English less than very well, 31.3% speak Spanish, 29.7% speak Asian and Pacific Island languages, 13.5% speak other Indo European languages, and 8% speak other languages.

Number or Proportion of LEP Individuals			
Subject	Total	Speaks English Very Well	Speaks English Less than Very Well
Population 5 Years or Over	138,713	89.5%	10.5%
Total Speaks a Language other than English	35.4%	70.4%	29.6%
Spanish	31.6%	68.7%	31.3%
Other Indo European	1.8%	86.5%	13.5%
Asian and Pacific Island	0.8%	70.3%	29.7%
All Other	1.2%	92.0%	8.0%
US Census 2010-2014, American Community Survey, 5 Year Estimate			
Extract from US ACS Table			

Factor 2 & 3 Nature, Frequency and Importance of LEP Contact

1. Nature of Contact

The Santa Fe Trails provides deviated fixed route service throughout the community. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. Contacts with all riders as well as LEP persons include:

- All contact information is available in Spanish
- All printed brochures/schedules are available in Spanish when requested.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.

The Transportation Manager will provide Dispatch/Driver Supervisors with specific direction to monitor and record in daily dispatch record the frequency of contacts with LEP persons. Information will be reviewed quarterly. The Transit Division Director will monitor and ensure that Title VI provisions and LEP persons are not denied or delayed in the provision of any service or benefit t from the transportation planning process or the implementation of federally funded projects.

2. Frequency of Contact

While Santa Fe Trails does not have any record which indicates the frequency that LEP persons contact to request alternate language service, based on driver feedback, there are minimal requests for additional alternate language information.

3. Importance of Contact

In rating the importance of current contacts or potential contacts with LEP individuals, the Santa Fe Trails is taking the position that all riders are important and while there are minimal requests for alternate languages, this service will be provided.

Factor 4. Resources Available for LEP Outreach

The Santa Fe Trails will allocate the necessary resources for LEP outreach. At this time it includes funding for translation service and website enhancement. There is a significant number of bilingual staff speaking both English and Spanish when oral translation is needed.

IV. LANGUAGE ASSISTANCE PLAN

A. How Will You Identify LEP Persons Who Need Language Assistance?

- Driver Team will be front line for identifying needs
- Dispatch/Driver Supervisors will monitor and record requests for LEP
- Language alternatives will be coordinated with Santa Fe MPO; New Mexico Road Runner Express will be advised of access to alternate languages if needed.
- City Council will be advised of plan.

B. How Will You Identify Language Assistance Measures?

- Actively review additional options for providing service.

- Monitor number of request for alternate language materials based on requests recorded by Dispatch/Driver Supervisors...

C. How Will Your Staff Be Trained?

- Driver Team training will include Customer Service Standards with a module on assisting Limited English Proficiency riders
- All Dispatch/Information staff will have availability to a bilingual staff person.

D. What Will Be Your Outreach Efforts?

- All requests for information will be provided in alternate languages.
- Drivers will be asked to provide input into additional opportunities to reach non-English speakers.
- We will continue to maintain and support contact with organizations supporting minority communities including SCORE Mentors, Santa Fe Small Business Center, and the Santa Fe Hispanic Chamber.

E. What Is Your Monitoring and Updating Plan?

- Request routine feedback from Driver Team contractor concerning any increased demand/incidents of needing information.
- Update brochure in alternate languages as needed.

F. How Will You Disseminate Your LEP Plan?

- Copies will be provided to Driver Team Supervisors.
- Copies will be provided and reviewed by the TAB.
- All Administrative Staff will be provided with a copy.

FIR No. 10351

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Title VI Approval by Governing Body

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: David A. Chapman Date: 9/28/21 Phone: 660-2619

Reviewed by City Attorney: Eric M. Enfield Date: Oct 5, 2021

Reviewed by Finance Director: Mary McCoy Date: Oct 8, 2021

Summary:
Santa Fe Trails is required to submit a Title VI Program to the Federal Transit Administration (FTA) once every three years. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City of Santa Fe, Santa Fe Trails would be in violations of Federal Guidelines as outlined in Final Circular, 4702. 1B and thus would be ineligible to receive Federal funding for Transit Operations or Transit Capital Projects.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
Loss of current and future FTA Funding for Santa Fe Trails.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Thomas Martinez
Thomas Martinez (Oct 5, 2021 15:30 MDT)

Email: tamartinez@ci.santa-fe.nm.us

Signature:

Email: rawheeler@ci.santa-fe.nm.us

Signature: David A. Chapman
David A. Chapman (Oct 6, 2021 00:16 MDT)

Email: dachapman@ci.santa-fe.nm.us

City of Santa Fe

VOTE SUMMARY

Meeting Name - Quality of Life Committee

Meeting State - Final

Meeting Start Date - 06/10/2021

Meeting End Date - 07/10/2021

Meeting Committee - Quality of Life Committee

Meeting Custom Tracking Number -

Item Title - CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Timeline for the Community Conversations on Santa Fe's Cultures, Histories, Arts, Reconciliation, and Truth Established in Resolution No. 2021-6. (Pauline Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov; Kristine Mihelcic, Community Engagement Department Director: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Quality of Life Committee: 10/06/21
Governing Body: 10/13/21

Item Type - resolution

Item Owner - Pauline Kamiyama

Item Background -

Item Sponsor - Alan Webber

Item Tracking Number - 21-12334

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Renee Villarreal

Motion Status - approved

Motion Time Stamp - 06/10/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 1

Vote Absent Count - 0

Vote For Names - Jamie Cassutt, Chris Rivera, Renee Villarreal, Carol Romero-Wirth

Vote Against Names -

Vote Abstain Names - Michael Garcia

Vote Absent Names -

Voting Date Time = 06/10/2021 16:25:49

User First Name - Jamie-Rae

User Last Name- Diaz

User Middle Name-

User Full Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: September 15, 2021

To: Quality of Life Committee and Governing Body

From: Kristine Mihelcic, City Clerk/Community Engagement Department Director KM
KM
Pauline Kamiyama, Arts and Culture Department Director pkk
pkk

RE: Extending the CHART deadline

EXECUTIVE SUMMARY:

The proposed Resolution extends the deadline for the completion of work outlined in Resolution No. 2021-6 from December 30, 2021 to August 31, 2022. The extension will align the completion timeline with the approved CHART facilitation contract.

BACKGROUND:

The Governing Body adopted Resolution 2021-6 on January 13, 2021. The Resolution established a process to engage the public to address the political and cultural divisions in Santa Fe that were manifested in the destruction of the Soldier's Monument, the removal of the Don Diego de Vargas statue, and the boarding up of the Kit Carson memorial.

The Governing Body approved the selection of Artful Life, LLC as the facilitation team on July 14, 2021. There is a need to extend the timeline established in Resolution No. 2021-6 for completion of the CHART process.

ACTION REQUESTED:

Approve the resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE TIMELINE FOR THE COMMUNITY CONVERSATIONS ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH ESTABLISHED IN RESOLUTION NO. 2021-6.

WHEREAS, the City of Santa Fe ("City') still understands there is an urgent call to action by city residents, diverse stakeholders, and the Governing Body to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, tolerance, racial equity, social justice, healing, and reconciliation; and

WHEREAS, a City project team was created by Resolution No. 2021-6 to provide sufficient organizational and logistics support for a community-centered process; and

WHEREAS, the City contract with a facilitation team with experience in cultural competency and community-centered processes, including community outreach and engagement expertise was adopted by the Governing Body on July 14, 2021; and

WHEREAS, the Governing body will be provided, at a minimum, quarterly progress reports to be informed about participation levels and activities that have been undertaken; and

WHEREAS, Resolution No. 2021-6 described completion of the process of community discussions and the work of a Community Solutions Table by December 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the anticipated timeline for completion of the work of the City project team and facilitators managing the community conversations on Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth be extended is extended to August 31, 2022.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTIN MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Extending CHART Deadline

FIR No. 10339

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Extending CHART Deadline**

Sponsor(s): Mayor Webber

Reviewing Department(s): Community Engagement, Arts and Culture Department

Staff Completing FIR: Kristine Mihelcic Date: 8/25/21 Phone: 955-6846

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

Reviewed by Finance Director: _____ Date: Sep 15, 2021

Summary:
The proposed Resolution extends the anticipated timeline for completion of the CHART process from December 30, 2021 to August 31, 2022 to align the timeline with the CHART facilitation contract.

Departments Affected:
Community Engagement, Arts and Culture Department.

Consequences of Not Enacting Legislation:
The facilitation team would not have sufficient time to execute the item outlined in the resolution. There would be an unrealistic timeline in which to complete a process that requires extensive community outreach and engagement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Relates to Resolution No. 2021-6 which established the CHART process.

Performance and Administrative Implications:
All aspects of the CHART process contained in Resolution No. 2021-6 remain unchanged, with the exception of the extension of the timeline.

Fiscal Implications:
None identified. The expenditures associated with the facilitation team were contained in the Fiscal Impact Report associated with Resolution No. 2021-6.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: pauline kamiyama (Sep 15, 2021 14:40 MDT)

Email: pkkamiyama@santafenm.gov

Signature: Kristine Mihelcic (Sep 16, 2021 13:56 MDT)

Email: kmmihelcic@santafenm.gov

ACTION SHEET QUALITY OF LIFE MEETING OF 10/06/2021
ISSUE NO. 7a CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber) A Resolution Extending the Timeline for the Community Conversations on Santa Fe's Cultures, Histories, Arts, Reconciliation, and Truth Established in Resolution No. 2021-6. (Pauline Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov; Kristine Mihelcic, Community Engagement Department Director: kmmihelcic@santafenm.gov, 955-6846) **Committee Review:** Quality of Life Committee: 10/06/21 Governing Body: 10/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to forward to 10/13/2021 Governing Body
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		

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE October 4, 2021

TO Governing Body

VIA Regina Wheeler, Public Works Department Director

FROM Mark Baca, C.M., Airport Manager

ACTION Approve Agreement #3203030 with Bradbury Stamm Construction for $19,741,000 plus $1,665,646.88 New Mexico gross receipt tax for a total of $21,406,646.88 for construction of the Airport Terminal Building and Parking Lot Expansion, (Mark Baca, Airport Manager, 505-955-2901, mdbaca@santafenm.gov)

a. Approval of a BAR for $12,382,747 for the construction of the Airport Terminal and Parking Lot Expansion.

SUMMARY

The Airport Master Plan completed in 2017 indicated that the current passenger terminal did not serve the then current and projected use of the airport. Passenger count in 2018 was 230,000 and in 2019, 283,000. During COVID passenger counts dropped but are recovering quickly 2020 saw 41,000 passengers and 2021 year to date is 97,000 passengers (on track for 200,000 in 2021). The current terminal size is approximately 11,000 square feet. Based on passengers served, desired level of service, similar/neighboring facilities and maximum occupancy calculations, the terminal should be 33,000 square feet. The parking lot is currently gravel, is too small to accommodate the volume of passenger and has poor traffic control and parking fee collection.

This project will add 8,000 square feet and include: a third departure/arrival gate allowing for additional flights and destinations; an enlarged secure passenger waiting area and baggage claim. It will provide hundreds of paved parking spaces with automated access control and fee collection; curbside and bypass circulation in front of the terminal; cell phone waiting lane and bicycle and pedestrian facilities. The old terminal building will be remodeled to reconfigure counters to make space for another airline and another rental car company. Historic Review Board approved the design, which continues the historically significant architectural style into the addition while providing a feature that delineates the addition from the original building. A Phase II expansion is envisioned and master planned to add additional square footage to accommodate current passenger levels and growth.

This project has sustainability as well as safety, accessibility and Santa Fe style as core design concepts. The project was required to adhere to New Mexico Executive Order # 2006-001 and be LEED Certified, so the design incorporates energy efficient design and environmentally safe materials. Solarization of the airport is directed by a city resolution and is a key feature to achieve LEED certification. Two solar arrays, one 90 kilowatt carport will provide renewable energy to the terminal and one 44 kilowatt ground mount array will offset 80% of the on peak energy use at the Fire Station #10 (at the airport), the airport maintenance shop and the airport runway lights. The solar is funded and will be constructed as part of energy performance guaranteed project and contract with Yearout Energy Services. Electric car charging spaces will also be included in the new parking lot.

The City of Santa Fe requested funding from the State of New Mexico Legislature to fund the passenger terminal expansion and supporting infrastructure. In October of 2018, the City was awarded $1,500,000 for airport parking lot improvements. In October of 2019, the City received $9,500,000 for the Terminal Expansion

bringing the total funding to $11,000,000. The airport's architect and engineering consultant Molzen Corbin and Associates, with extensive expertise in regional airports and years of working with the Santa Fe Regional Airport, performed design of the combined project to expand the terminal, parking lot and circulation roads. Bid documents were prepared and ITB# '22/14/B was issued on August 24, 2021. Bradbury Stamm Construction was the sole bidder their best and final offer is $19,741,000 plus NMGRT. The construction is scheduled to take 360 days from notice to proceed. During preconstruction, airport management, and engineer architect construction contractor will develop plans to ensure safe and consistent airport operations during construction. The Tourism Department partnered with the airport staff to develop a marketing plan including posters, media posts and information on the FlySantaFe website to help keeping travelers informed and welcomed during construction.

The engineer's original opinion of probable cost was $13,500,000, and the City was prepared to provide additional funding to construct the project. The final bid amount is significantly higher than the estimated costs due to high prices and uncertainty in materials and labor availability in the industry. The City is providing funding from reserves in the General Fund (100) and the 1/2% GRT Income Fund (365) to support the Airport Terminal Building and Parking Lot Expansion and seeking additional funding from the legislature in the 2022 session which can be used to replace some of the City's committed funds.

BUDGET
Fund 545 - Airport
Org Name (number) - Airport Projects (5450407)
Object Name (number) - WIP Construction (572970)

Project String AIR19545OB - Airport Passenger Parking
Project String AIR19545OC - SF Airport Passenger Terminal Const

SCHEDULE
Public Works/Utilities Committee: 10/12/2021
City Council: 10/13/2021

ATTACHMENTS
Construction Agreement
Bid tab
Bid Documents from Contractor
Best and Final Letter
Contractors certificate of insurance(s)
Procurement Method Form
Summary of Contract Form
BAR

CITY OF SANTA FE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this _____ day of _____, 2021, by and between the parties as follows:

Awarded Contractor(s):
Bradbury Stamm Construction, Inc.
7110 Second Street NW
Albuquerque, NM 87107

Contract Number: #3203030

Ship To:
All City of Santa Fe Departments and Political Subdivisions allowed by Law

Title: Santa Fe Regional Airport
Terminal Building Expansion Bid # 22/14/B

Invoice To:
City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Payment Terms: Net 30

F.O.B.: Destination

Term:

Delivery: As requested by Department

Chief Procurement Officer:
Fran Dunaway

Telephone No: 505-955-6432

Email: fadunaway@santafenm.gov

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 (Repl.Pamp.1997), Municipal Charter and Code of Ordinances City of Santa Fe, New Mexico; and

WHEREAS, the Owner has let this contract according to the established Purchasing procedures pursuant to Chapter 13 NMSA 1978 for Contracts of the type and amount; and

WHEREAS, the award of the Construction Contract on this Project was approved by the City of Santa Fe Governing Body.

The OWNER and the CONTRACTOR agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

ITB # 22/00/B	Notice to Proceed
This Agreement	Conditions of the Contract (General 7000, Supplementary, 8000, and Other Conditions)
Performance Bond	Drawings
Labor and Material Payment Bond	Certificate of Insurance
Technical Specifications	
All Addenda Issued Prior to, and all Modifications	

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". Substantial Completion shall be achieved not later than three hundred and sixty (360) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Two Hundred and Fifty Dollars ($ 250.00) per consecutive calendar day, not as a penalty, but as liquidated damagesfor such breach of this Contract.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Nineteen Million Seven Hundred and Forty-One Thousand Dollars and no Hundredths ($19,741,000.00).

The Contract sum is determined as follows:

Lump Sum Nineteen Million Seven Hundred and Forty-One Thousand Dollars and No Hundredths ($19,741,000.00), exclusive of New Mexico Gross Receipts Tax.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account, of the Contract Sum, to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the Owner, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all

incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

ARTICLE 6

FINAL PAYMENT

Final, payment, constituting the entire undisputed, unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within ten (10) days after notification of the Owner, by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7

GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof, and by the City of Santa Fe, as the same from time to time exist.

7.2 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until:

A. Approved by the Governing Body of the City of Santa Fe ; and
B. Signed by all parties which are required to sign this Agreement.

7.6 The Contractor and his agents and employees are independent contractors, and are not employees of the City of Santa Fe. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the City of Santa Fe, as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind the City of Santa Fe to any obligation not assumed herein by the City of Santa Fe unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Santa Fe
Santa Fe Municipal Airport
200 Lincoln Ave.
Santa Fe, New Mexico 87504
Telephone: (505)
Email:

THE CONTRACTOR:

Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, New Mexico 87107
Telephone: (505) 765-1200
Email: CSchultz@bradburystamm.com

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

7.10 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.11 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.12 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

7.13 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.14 **Separability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.15 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be

construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.16 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.17 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.18 **Words and Phrases.** Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.19 **Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.20 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.21.1 The following documents bound in the Project Manual dated: September 20, 2021

DOCUMENTS (if not applicable insert N/A)	**PAGE**
Bid Form	35
Agreement between Owner and Contractor	107
Performance Bond	119
Labor and Material Payment Bond	
Agent's Affidavit	*Accompanies Bid
Certificate of Insurance	*Accompanies Bid
Assignment of Antitrust Claims	
Notice to Proceed	135
General Conditions	139
Supplementary Conditions	193
Addenda and Modifications	

SPECIFICATIONS (if not applicable insert N/A)	See Technical Specifications
Division 1 - General Requirements	
Summary of Work	Section 01 10 00 – Summary
Definitions and Standards	Section 01 42 00 – Reference Standards
Reporting and Payment	Section 01 29 00 – Payment Procedures
Procedures and Controls	Section 01 33 00 – Submittal Procedures and Section 01 45 00 – Quality Control
Submittals	Section 01 33 00 – Submittal Procedures
Temporary Facilities	Section 01 50 00 – Temporary Facilities and Controls
Products and Substitutions	Section 01 60 00 – Product Requirements
Project Close out	Section 01 78 00 – Closeout Submittals

7.21.2 The following Drawings, dated: September 20, 2021

7.21.3 Addenda (if not applicable insert N/A)

No. 1 Date: September 13, 2021

No. 2 Date: September 15, 2021

No. 3 Date: September 20, 2021

7.22 A potential contractor, or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

8. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Owner 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 Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Owner 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.

9. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Owner, 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 Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. **New Mexico Tort Claims Act**

Any liability incurred by the Owner 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 Owner 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.

11. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE OWNER. This Agreement shall begin on date approved by the Owner, and end on June 30, 2025. The Owner 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.

12. **Termination**

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

B. Notice; Owner Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 12.A and 8, the Owner shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give Owner written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Owner's material breaches of this Agreement upon which the termination is based and (ii) state what the Owner must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Owner 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 Owner 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 Owner; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Owner; or (iii) the Agreement is terminated pursuant to Paragraph 8, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Owner'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 OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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.

REVIEWED:

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____

Bradbury Stamm Construction, Inc.
Cynthia Schultz
Chief Executive Officer

DATE: 10/7/21

CRS#01-107415-00-9

Registration #227459

ATTEST:

_____

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 8, 2021 09:12 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

_____

Org. Name Org#

ARTICLE 1

CONTRACT DOCUMENTS – TERMS AND CONDITIONS OF THE CONTRACT

1.1 THE CONTRACT

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the City of Santa Fe – Owner Contractor Agreement, the Conditions of the Contract (General and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment or addendum to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City of Santa Fe's Designated Representative, or (4) a written order for a minor change in the work issued by the City of Santa Fe's Designated Representative. The Contract Documents do not include Bidding Documents such as the Advertisement, the Instructions to Bidders, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the City of Santa Fe – Owner Contractor Agreement.

1.1.2 THE ENTIRE AGREEMENT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the City of Santa Fe's Designated Representative and the Contractor, but the City of Santa Fe's Designated Representative shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the City of Santa Fe or the City of Santa Fe's Designated Representative and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The work comprises the design and completed construction required by the Contract Documents, and includes design specifications, and all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total design and construction of which the work performed under the Contract Documents may be the whole or a part.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the City of Santa Fe and the Contractor. If either the City of Santa Fe or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the City of Santa Fe's Designated Representative shall identify such Documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict between the Contract Documents, the more stringent requirements shall govern.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

ARTICLE 2

ARCHITECT / ENGINEER

2.1 DEFINITION

2.1.1 The Architect / Engineer is the person, firm, or entity lawfully licensed to practice architectural or engineering disciplines within the State of New Mexico, or an entity lawfully practicing architecture / engineering and is identified as such in the City of Santa Fe – Owner Contractor Agreement, and is referred to throughout the Contract Documents as if singular or by reference or by name. The term "Architect/Engineer" means the Architect or Engineer or firm authorized to act as Designated Representative.

2.2 ADMINISTRATION OF CONTRACT – DEPARTMENT

2.2.1 The Architect / Engineer will provide administration assistance of the Contract as hereinafter described.

2.2.2 The Architect / Engineer will be the City of Santa Fe's Designated Representative during construction and until final payment is due. The Architect / Engineer will advise and consult with the City of Santa Fe. The City of Santa Fe's instructions to the Contractor shall be forwarded through the Architect / Engineer. The Architect / Engineer shall have the authority to act on behalf of the City of Santa Fe only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Architect / Engineer shall submit to the City of Santa Fe, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contract (Paragraph 4.10.1). The Architect / Engineer and his staff (including the on-site Designated Representative, if agreed upon) shall make at least three (3) weekly visits to the site at those critical points and at other times as the Architect / Engineer deems appropriate during the progress of the work. Additionally, the Architect / Engineer shall familiarize himself with the progress and quality of the work and determine if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, as an Architect / Engineer, he shall guard the City of Santa Fe against defects and deficiencies in the construction. Should the Architect / Engineer determine that any portion of the work varies from the intent of the Contract Documents he shall immediately notify the Contractor and the City of Santa Fe of the non-compliance and the nature of the work required to correct such non-compliance. The Architect / Engineer shall recommend to the City of Santa Fe, in writing, to issue a "stop work order" for any portion of the work that does not substantially comply with the intent of the Contract Documents, except as follows.

2.2.4 The Architect / Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Additionally, the Architect / Engineer shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Architect / Engineer shall reject work which does not meet or exceed the standards established by the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

2.2.5 The Architect / Engineer shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect / Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Architect / Engineer's observations and an evaluation of the Contractor's Application for Payment, the Architect / Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect / Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the City of Santa Fe and the Contractor.

2.2.8 The Architect / Engineer will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Architect / Engineer for such interpretations.

2.2.9 Claims, disputes, and other matters in question between the Contractor and the City of Santa Fe relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred to the Architect / Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect / Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the City of Santa Fe and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The Architect / Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 The Architect / Engineer will have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work in accordance with Subparagraph 7.6.2 whether or not such work be then fabricated, installed or completed. However, neither the Architect / Engineer's authority to act under this Subparagraph 2.2.12, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect / Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

2.2.13 The Architect / Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and samples, but only for conformance with the design concept of the work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect / Engineer's approval of a specific item shall not indicate approval of an assembly of which the time is a component.

2.2.14 The Architect / Engineer will prepare Change Orders in accordance will Article 12 and will have authority to order minor changes in the work as provided in Subparagraph 12.3.1.

2.2.15 The Architect / Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion will receive and forward to the City of Santa Fe for the City of Santa Fe's review of written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of payment upon compliance with the requirements of Paragraph 9.9.

2.2.16 If the City of Santa Fe and Architect / Engineer agree, the Architect / Engineer will provide one or more Project Designated Representatives to assist the Architect / Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Designated Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitations of authority of the Architect / Engineer as the City of Santa Fe's Designated Representative during construction as set for in the Contract Documents will not be modified or extended without written consent of the City of Santa Fe, the Contractor and the Architect / Engineer.

2.2.18 In case of the termination of the employment of the Architect / Engineer, the City of Santa Fe shall appoint an Architect / Engineer whose status under the Contract Documents shall be that of the former Architect / Engineer.

ARTICLE 3

CITY OF SANTA FE

3.1 DEFINITION

3.1.1 The City of Santa Fe is defined as the person or entity or department identified as such in the City of Santa Fe – Owner Contractor Agreement and is referred to throughout the Contract Documents as if singular in number or the term City of Santa Fe or authorized Designated Representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE CITY OF SANTA FE

3.2.1 The City of Santa Fe shall, at the request of the Contractor, at the time of execution of the City of Santa Fe – Owner Contractor Agreement, furnish to the Contractor reasonable evidence that the Contractor has made financial arrangements to fulfill the obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the City of Santa Fe – Owner Contractor Agreement or to commence the work.

3.2.2 The City of Santa Fe shall furnish all surveys describing the physical characteristics for the site for the Project.

3.2.3 Except as provided in Subparagraph 4.7.1, the City of Santa Fe shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the City of Santa Fe's control shall be furnished by the City of Santa Fe with reasonable promptness to avoid delay in the orderly progress of the work.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

3.2.6 The City of Santa Fe shall forward all instructions to the Contractor through the City of Santa Fe's Designated Representative.

3.2.7 The foregoing is in addition to other duties and responsibilities of the City of Santa Fe enumerated herein and especially those in respect to work by City of Santa Fe or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 CITY OF SANTA FE 'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the work in accordance with the Contract Documents, the City of Santa Fe, by a written order signed personally or by an agent specifically so empowered by the City of Santa Fe in writing, may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the City of Santa Fe to stop the work shall not give rise to any duty on the part of the City of Santa Fe to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 CITY OF SANTA FE'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the City of Santa Fe to commence and continue correction of such default or neglect with diligence and promptness, the City of Santa Fe may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the City of Santa Fe's Designated Representative's additional services made necessary by such default, neglect or failure. Such action by the City of Santa Fe and the amount charged to the Contractor are both subject to the prior approval of the City of Santa Fe's Designated Representative. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the City of Santa Fe - Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized Designated Representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the City of Santa Fe's Designated Representative any error, inconsistency or omission he may discover. The Contractor shall be liable to the City of Santa Fe or the City of Santa Fe's Designated Representative for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

4.3.2 The Contractor shall be responsible to the City of Santa Fe for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the City of Santa Fe's Designated Representative in his administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City of Santa Fe and City of Santa Fe's Designated Representative that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and conforming to these requirements. Substitutions not properly approved and authorized, may be considered defective. If required by the City of Santa Fe's Designated Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions in Paragraph 13.2.

4.5.2 The Contractor shall and hereby does warrant and guarantee all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of one (1) year from the date of completion as evidenced by the date of the City of Santa Fe's Designated Representative's Final Certificate of Payment of this Contract. This also includes <u>all labor</u> required for replacing materials or equipment found to be defective within the one (1) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Designated Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.5.3 The Contractor shall and hereby does warrant and guarantee all asphalt and concrete installed for roadway and trail paving, curb and gutter, including all workmanship, labor, and materials performed and supplied by him or his Subcontractors for a period of two (2) years from the date of completion as evidenced by the date of the City of Santa Fe's Designated Representative's Final Certificate of Payment of this Contract. This also includes all labor required for replacing roadway and trail paving, curb and gutter found to be defective within the two (2) year period. All guarantees for a longer period of time required by the work sections of these Specifications shall be secured by the Contractor from Subcontractors and delivered to the City of Santa Fe's Designated Representative and are hereby warranted by the Contractor as much as if countersigned by him.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer gross receipts tax, use and other similar taxes for the work or portions thereof provided by the Contractor which are legally enacted at the time Bids are received, whether or not yet effective.

4.6.2 NON-RESIDENT CONTRACTOR'S REQUIREMENTS REGARDING GROSS RECEIPTS TAX SURETY BOND

4.6.2.1 Section 7-1-55A, NMSA 1978 provides that any person (as defined in Section 7-1-3, NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4, NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

4.6.2.2 If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (7-1-55B, NMSA 1978).

4.6.2.3 In addition to the above requirements, the Contractor will be subject to all the requirements of the City Procurement Code.

4.6.3 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

4.6.3.1 Section 7-10-4, NMSA 1978 provides that any person (as defined in Section 7-10-3, NMSA 1978) performing services for the City of Santa Fe, as those terms are used in the Gross Receipts and Compensating Tax Act (Section 7-10-1 to 7-10-5, NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.

4.6.3.2 The identification number is needed to properly complete the approval process of the contract; therefore, so as to cause no delay in the processing, the Contractor must register with the State of New Mexico, Taxation and Revenue Department. For information contact:

Revenue Division
Taxation and Revenue Department
Manual Lujan Building
1200 St. Francis Drive
Santa Fe, New Mexico 87503
(505) 988-2290

4.6.3.3 If any person who performs services for the City of Santa Fe is not registered to pay the gross receipts tax, the City shall withhold payment of the amount due until the person has presented evidence of registration with the Taxation and Revenue Department to pay the gross receipts tax.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the Bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

4.7.3 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City of Santa Fe's Designated Representative in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City of Santa Fe's Designated Representative, he shall assume full responsibility therefore and shall in turn notify the City of Santa Fe's Designated Representative of such action.

4.7.5 The Contractor, at his own expense, shall secure the required building permits from the State CID as required for this Project. Contractor shall adhere to the requirements established for inspections.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by these allowances shall be supplied for such amounts and by such persons as the City of Santa Fe may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

A. These allowances shall cover the cost to the Contractor, less any applicable trade discount of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
B. The Contractor's costs for unloading and handling on the site, labor, installations costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in this allowance;
C. Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULES

4.10.1 The Contractor shall, within ten (10) days after the effective date of Notice to Proceed, furnish five copies of a preliminary progress schedule describing his operations for the one-hundred-eighty (180) day contract period. The preliminary progress schedule shall be a bar graph or an arrow diagram showing the items the

Contractor intends to commence and complete the various work stages, operations, and contract means planned to be started during the contract period.

4.10.2 Unless otherwise specified in the Special Provisions, the Contractor shall submit for approval by the City of Santa Fe's Designated Representative, within five (5) days after the effective date of Notice to Proceed, traffic control plans prepared by a qualified individual for this project.

4.10.3 The graphic network diagram shall consist of an arrow diagram or a geometric figure and connector diagram which clearly depicts the major subdivisions of the work, the order and interdependencies of activities planned by the Contractor, as well as, activities by others which affect the Contractor's planning. The intended time for starting and completing each activity shall be shown for each construction operation. For those activities lasting more than 30 days, either the estimated time for 25-50 and 75 percent completion or other significant milestones in the course of the activity, shall be shown. In addition to the actual construction operations, the network diagram shall show such items as submittal of samples and Shop Drawings, delivery of materials and equipment, construction in the area by other forces, traffic detour controls, and other significant items related to the progress of construction. The graphic network diagram shall be printed or neatly and legibly drawn to a linear scale.

4.10.4 Activities shown shall be coordinated insofar as possible with the Contract Bid items, types of work and maximum number of activities of each type.

4.10.5 The computer printout or list of activities shall show for each activity the estimated duration, the earliest starting and finishing dates, the latest starting and finishing dates, and float or slack time. Activities which constitute the critical sequence shall be identified showing a total job duration equal to the Contract Time.

4.10.6 The written explanation shall contain sufficient information to describe the construction methods to be used and to enable the City of Santa Fe's Designated Representative to evaluate the schedule and supporting analysis for validity and practicability. If the schedule or written explanation is not accepted by the City of Santa Fe's Designated Representative, the Contractor shall resubmit the rejected items within ten (10) days after rejection.

4.10.7 The analysis may employ the use of computer generated or may consist of a non-computer generated analysis if the latter is suitable to analyze the number of activities required. The adequacy of the system selected shall be acceptable to the City of Santa Fe's Designated Representative.

4.10.8 The Contractor shall submit to the City of Santa Fe's Designated Representative monthly progress status reports on dates directed by the City of Santa Fe's Designated Representative. Such reports shall list those uncompleted activities which have less than 30 days' float and which are either in progress or scheduled

to be started within the next reporting period. For each of the listed activities, the following shall be shown:

A. Starting date scheduled in last critical-path-analysis.
B. Actual or intended starting date.
C. Revised activity duration, if any.

If the noted starting dates or duration delay the scheduled project completion date, the delay shall be named. Reasons for the delay shall be given with an explanation of the Contractor's proposed corrective action. The Contractor shall also note each activity completed during the report period.

4.10.9 A revised critical-path-type analysis shall be submitted when one or more of the following conditions occur:

A. When an approved Change Order significantly affects the contract completion date, or the sequence of activities.
B. When progress of any critical activity falls significantly behind the scheduled progress.
C. When delay on a non-critical activity is of such magnitude as to change the course of the critical path.
D. At any time, the Contractor elects to change any sequence of activities affecting the critical path.

The revised analysis shall be made in the same form and detail as the original submittal and shall be accompanied by an explanation of the reasons for the revisions.

4.10.10 The Contractor shall commence the work in accordance with the latest critical path type analysis. Deviations therefrom shall be submitted to the City of Santa Fe's Designated Representative for review. In the event that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours necessary to meet the Contract completion date. All additional cost resulting therefrom will not be borne by the City of Santa Fe.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site, for the City of Santa Fe, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the City of Santa Fe's Designated Representative and shall be delivered to him for the City of Santa Fe upon completion of the work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the City of Santa Fe or any separate Contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City of Santa Fe's Designated Representative's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the City of Santa Fe's Designated Representative in writing of such deviation at the time of submission and the City of Santa Fe's Designated Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the City of Santa Fe's Designated Representative's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the City of Santa Fe's Designated Representative on previous submittals.

4.12.8 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the City of Santa Fe's Designated Representative as provided in Subparagraph 2.2.13. All such portions of the work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not reasonably encumber the site with any materials or equipment.

4.13.2 The Contractor shall hold and save the City of Santa Fe free and harmless from liability of any nature or kind arising from use, trespass or damage occasioned by third persons.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, patching or grading that may be required to complete the work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the work or the work of the City of Santa Fe or any separate contracts by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City of Santa Fe or any separate Contractor except with the written consent of the City of Santa Fe and of such separate Contractor. The Contractor shall not unreasonably withhold from the City of Santa Fe or any separate Contractor his consent to cutting or otherwise altering the work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the Project, as well as, all tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the work, the City of Santa Fe may do so as provided in Paragraph 3.4, and the cost thereof shall be charged to the Contractor.

4.15.3 The Contractor shall be solely responsible for performance of the following clean up:

A. Debris: Regardless of the nature of the debris, it shall be immediately cleared form the work area. Each trade shall cooperate with other trades in the removal of debris and in keeping a clean job throughout.

B. Cleaning of All Painted, Decorated, and Stained Work: The Contractor shall remove all marks, stains, finger prints, and other soil or dirt from all painted, decorated, and stained work.

C. Removal of all Temporary Protections: The Contractor shall remove all temporary protections and shall clean all floors, furnishings and structures at completion.

D. Removal of all Spots, Soils, and Other Contaminants for Paved Surfaces: The Contractor shall remove all spots, soil and debris from all paved surfaces and shall wash the same upon completion.

E. Temporary Stockpiling of excavated material: There may be areas where the Contractor can temporarily stockpile material during the work day, but it shall be removed before the end of work, and all residents shall have access to their property at all times. Contractor shall verify proposed location(s) with the On-Site supervisor before utilizing any temporary stockpile location(s).

F. Cleaning of all Fixtures and Equipment: The Contractor shall clean all fixtures and equipment, removing all stains, paint, dirt, and dust.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City of Santa Fe through the City of Santa Fe's Designated Representative.

4.16.2 The Contractor shall designate a contact person to establish and maintain communication with all residents who will be affected by this construction. The Contractor shall contact all affected residents and businesses at least one week prior to commencing work and will provide updates at least weekly to the residents. Residents and businesses whose ingress and egress from their property will be temporarily blocked shall be given notice at least 48 hours prior to the blockage. Those residents and businesses shall be provided with a start and finish time when the blockage will occur. All access to properties will be restored each evening by the Contractor and work shall not commence before set times pursuant to the agreed upon times or work order procedures.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City of Santa Fe harmless from loss on account thereof, except that the City of Santa Fe shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the City of Santa Fe's Designated Representative.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Santa Fe and the City of Santa Fe's Designated Representative and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such negligence shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the City of Santa Fe or the City of Santa Fe's Designated Representative or any of their agents or employees by an employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligation of the Contractor under this Paragraph 4.18 shall not extend to the liability of the City of Santa Fe's Designated Representative, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized Designated Representative. The term "Subcontractor" does not include any separate Contractor or his Subcontractors.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work at the Site.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the City of Santa Fe and the City of Santa Fe's Designated Representative in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The City of Santa Fe's Designated Representative will promptly reply to the Contractor in writing stating whether or not the City of Santa Fe or the City of Santa Fe's Designated Representative, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City of Santa Fe or the City of Santa Fe's Designated Representative to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the City of Santa Fe or the City of Santa Fe's Designated Representative has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.3 SUBCONTRACTUAL RELATION

5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the City of Santa Fe and the City of Santa Fe's Designated Representative. Said agreement shall preserve and protect the rights of the City of Santa Fe and the City of Santa Fe's Designated Representative under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the City of Santa Fe. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Subcontractors.

ARTICLE 6

WORK BY CITY OF SANTA FE OR BY SEPARATE CONTRACTORS

6.1 CITY OF SANTA FE'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City of Santa Fe reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City of Santa Fe, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate City of Santa Fe -Contractor Agreement.

6.1.3 The City of Santa Fe will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the Contractor, who shall cooperate therewith as provided in paragraph 6.2.

6.1.4 The City of Santa Fe will contract with a design Architect / Engineer for work during this Project. The Contractor **will** plan to work around and with this other firm.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City of Santa Fe and the separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's work depends for proper execution or results upon the work of the City of Santa Fe or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the City of Santa Fe's Designated Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the City of Santa Fe's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible thereof.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City of Santa Fe or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the City of Santa Fe on account of any damage alleged to have been caused by the Contractor, the City of Santa Fe shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City of Santa Fe arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City of Santa Fe for all attorneys' fees and court or arbitration costs which the City of Santa Fe has incurred.

6.3 CITY OF SANTA FE'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the City of Santa Fe may clean up and charge the cost thereof to the Contractors responsible therefore as the City of Santa Fe's Designated Representative shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of New Mexico.

7.1.2 The City of Santa Fe and the Contractor each binds himself, his partners, successors, assigns and legal Designated Representatives to the other party hereto and to the partners, successors, assigns and legal Designated Representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him thereunder, without the previous written consent of the City of Santa Fe.

7.2 WRITTEN NOTICE

7.2.1 Written notice shall be deemed to have been dully served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.3 CLAIMS FOR DAMAGES

7.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Contractor to whom the Contract is awarded shall furnish and pay for reputable and approved Performance and Labor and Material Payment Bonds, each for the full amount of the Contract Sum. Bonds shall be executed on standard AIA forms.

7.4.2 The Successful Bidder, where the Contract Price exceeds twenty-five thousand dollars ($25,000), shall post a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond. Bonds shall be executed on Performance Bond and Labor and Material Payment Bond forms attached hereto, with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the City of Santa Fe.

7.4.3 Personal sureties may be accepted if the City of Santa Fe so determines in advance, but in such case the amount of the Bond shall be the full Contract Price, and the sureties shall justify under oath in amounts above liabilities and exemptions aggregating double the amount of the Bond.

7.4.4 Special attention of Bidders is called to the requirements of Section 13-4-18 through 13-4-20, NMSA 1978 regarding a Contractor who does not have his principal place of business in the State of New Mexico for all taxes due arising out of construction services rendered under the Contract.

7.4.5 The right to sue on this Bond accrues only to the City of Santa Fe and the parties to whom Sections 13-4-18 through 13-4-20, NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statues.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the City of Santa Fe, the City of Santa Fe's Designated Representative, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications. If the Contract Document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the work to be inspected, tested or approved, the Contractor shall give the City of Santa Fe's Designated Representative timely notice of its readiness so the City of Santa Fe's Designated Representative may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals. Tests specifically called for by specifications shall be made by a professional testing laboratory acceptable to the City of Santa Fe's Designated Representative, and the Contractor shall employ same and pay all charges in connection therewith. Records of tests shall be delivered to the City of Santa Fe's Designated Representative in duplicate on acceptable forms.

7.6.2 If the City of Santa Fe's Designated Representative determines that any work requires special inspection, testing, or approval which Subparagraph 7.6.1 does not include, he will, upon written authorization from the City of Santa Fe, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.6.1. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City of Santa Fe's Designated Representative's additional services made necessary by such failure; otherwise the City of Santa Fe shall bear such costs, and an appropriate Change Order shall be issued.

7.7 INTEREST

7.7.1 The City of Santa Fe will not pay interest on payments due and unpaid under the Contract Documents.

7.8 CONTRACT AUDIT

7.8.1 The City of Santa Fe shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime contract and by the Subcontractor for a period of three

years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing (13-1-161, NMSA 1978).

7.9 DEBARRED OR SUSPENDED CONTRACTORS

7.9.1 A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, or City Purchasing provisions shall not be permitted to do business with the City and shall not be considered for award of contract during the period for which it is debarred or suspended.

7.10 BRIBES, GRATUITIES, AND KICK-BACKS

7.10.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 through 30-24-2, NMSA 1978).

7.10.2 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including 30-24-1, 30-23-2, and 30-41-1 through 3-41-3, NMSA 1978), which prohibit bribes, kick-backs, and gratuities and violation of which constitutes a felon. Further, the Procurement Code (13-1-28 through 13-1-199, NMSA 1978), imposes civil and criminal penalties for its violation

7.11 PROTESTS (CITY PURCHASING MANUAL)

7.11.1 Any Contractor who is aggrieved in connection with procurement may protest to the Chief Procurement Officer of the City of Santa Fe. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences; giving rise thereto, but in no case, not more than fifteen (15) calendar days after the facts or occurrences giving rise thereto.

7.11.2 In the event of a timely protest under the City Purchasing Manual, the Chief Procurement Officer and the Department shall not proceed further with the procurement unless the Chief Procurement Officer or the City of Santa Fe makes a determination that the award of contract is necessary to protect substantial interests of the City of Santa Fe.

7.11.3 The Chief Procurement Officer or designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Contractor concerning procurement.

7.11.4 This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees.

7.11.5 The Chief Procurement Officer or his designee shall promptly issue a determination relating to the protest. The determination shall:

A) State the reasons for the action taken; and,
B) Inform the protestant of the right to judicial review of the determination pursuant to the City Purchasing Manual.

7.11.6 A copy of the determination issued under the City Purchasing Manual shall be mailed to the protestant.

7.12 CONTRACT WITH NONRESIDENT PERSON OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

7.12.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24, NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

7.13 CITY OF SANTA FE REQUIREMENTS

7.13.1 The General Contractor shall include in the Bid the cost of all landfill dumping fees; additionally, the Contractor shall be responsible that all rubble, excess materials, etc., are disposed of at an approved, legal dumping site.

7.13.2 Construction debris and human debris must be cleaned from the site before contractor leaves site daily.

7.13.3 The Contractor shall adhere to any applicable City of Santa Fe ordinances, resolutions, guidelines, and other requirements to complete the work.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the City of Santa Fe - Contractor Agreement or such other date as may be established therein.

8.1.3 The date of Substantial Completion of the work or designated portion thereof is the date certified by the City of Santa Fe's Designated Representative and approved by the City of Santa Fe when construction is sufficiently complete, in accordance with the Contract Documents, so the City of Santa Fe can occupy or utilize the work or designated portion thereof for the use for which it is intended.

8.1.4 The term "day" as used in the Contract Document shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City of Santa Fe or the City of Santa Fe's Designated Representative or by any employees of either, or by any separate Contractor employed by the City of Santa Fe or by changes ordered in the work, or by labor disputes, fire, unusual delay in unavoidable casualties, or any causes beyond the Contractor's control or by delay authorized by the City of Santa Fe pending arbitration, or by any other cause which the City of Santa Fe's Designated Representative determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City of Santa Fe's Designated Representative may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City of Santa Fe's Designated Representative not more than twenty days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

8.3.3 If written agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the City of Santa Fe -Contractor Agreement and including authorized adjustments thereto, is the total amount payable by the City of Santa Fe to the Contractor for the performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the City of Santa Fe's Designated Representative a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the City of Santa Fe's Designated Representative may require. This schedule, unless objected to by the City of Santa Fe's Designated Representative, shall be used only as a basis for the Contractor's Applications for payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment established in the City of Santa Fe -Contractor Agreement, the Contractor shall submit to the City of Santa Fe's Designated Representative an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the City of Santa Fe or the City of Santa Fe's Designated Representative may require and reflecting retainage, if any, as provided elsewhere in the Contract Documents. On the City of Santa Fe's Designated Representative's recommendation, and after the Project is 50% or more complete, and if the Project is on schedule, the retainage may be reduced with the approval of the City of Santa Fe. The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the City of Santa Fe's Designated Representative and the City of Santa Fe.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site; and, if approved in advance by the City of Santa Fe payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of

sale or such other procedures satisfactory to the City of Santa Fe to establish the City of Santa Fe's title to such materials or equipment or otherwise protect the City of Santa Fe's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the City of Santa Fe either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interest or encumbrances hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City of Santa Fe's Designated Representative will, within seven days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the City of Santa Fe with a copy to the Contractor for such amount as the City of Santa Fe's Designated Representative determines is properly due, or notify the Contractor in writing of his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of Certificate for Payment will constitute a representation by the City of Santa Fe's Designated Representative to the City of Santa Fe, based on his observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City of Santa Fe's Designated Representative shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City of Santa Fe's Designated Representative has issued a Certificate for Payment, the City of Santa Fe shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the City of Santa Fe, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his Subcontractors in similar manner.

9.5.3 The City of Santa Fe's Designated Representative may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City of Santa Fe's Designated Representative on account of work done by such Subcontractor.

9.5.4 Neither the City of Santa Fe nor the City of Santa Fe's Designated Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for progress payment, no progress payment, nor any partial or entire use of occupancy of the Project by the City of Santa Fe shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.6 PAYMENT WITHHELD

9.6.1 The City of Santa Fe's Designated Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary to reasonably protect the City of Santa Fe, if in his opinion he is unable to make representations to the City of Santa Fe as provided in Subparagraph 9.4.2.

9.6.2. If the City of Santa Fe's Designated Representative is unable to make representations to the City of Santa Fe, as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and City of Santa Fe's Designated Representative cannot agree on a revised amount, the City of Santa Fe's Designated Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the City of Santa Fe. The City of Santa Fe's Designated Representative may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the

City of Santa Fe from loss because of:

A) Defective work not remedied;

B) Third party claims filed or reasonable evidence indicating probable filing of such claims;

C) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

D) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;

E) Damage to the work of another Contractor;

F) Reasonable evidence that the work will not be completed within the Contract Time; or,

G) Failure to carry out the work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed or remedied, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the City of Santa Fe's Designated Representative does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the City of Santa Fe does not pay the Contractor within seven days after the date established in the Contract Documents any amount certified by the City of Santa Fe's Designated Representative, then the Contractor may, upon seven additional days' written notice to the City of Santa Fe and the City of Santa Fe's Designated Representative, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the City of Santa Fe, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the City of Santa Fe's Designated Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the City of Santa Fe's Designated Representative, with the City of Santa Fe, on the

basis of an inspection determines that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion Form, AIA Document G704-1978, which shall establish the Date of Substantial Completion, shall state the responsibilities of the City of Santa Fe and the Contractor for security and maintenance, and the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Final Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor and the City of Santa Fe for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the City of Santa Fe's Designated Representative, the City of Santa Fe shall make payment, reflecting adjustment in retainage, if any, for such work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City of Santa Fe's Designated Representative will promptly make such inspection and, if he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue final Certificate for Payment stating that, to the best of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate, is due and payable. The City of Santa Fe's Designated Representative's Final Certificate of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City of Santa Fe's Designated Representative (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Santa Fe or his property might in any way be responsible have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the City of Santa Fe, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designed by the City of Santa Fe. If any Subcontractor refuses to furnish a release or waiver required by the City of Santa Fe the Contractor may furnish a bond satisfactory to the City of Santa Fe to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City of Santa Fe all moneys that the latter may be

compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.3 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the City of Santa Fe's Designated Representative so confirms, the City of Santa Fe shall, upon application by the Contractor and certification by the City of Santa Fe's Designated Representative and without terminating the Contract, make payment of the balance for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Document, and if bonds have been furnished as provided in Paragraph 7.4, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the City of Santa Fe's Designated Representative prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the City of Santa Fe except those arising from:

A) Unsettled liens;
B) Faulty or defective work appearing after Substantial Completion;
C) Failure of the work to comply with the requirements of the Contract Documents; and
D) Terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.9.6 No Final Payment shall be made until Contractor has submitted a full set of accepted "As-Built" documentation and drawings, manuals and accessory/operation cables.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible in initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2. SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

10.2.1.1 All employees on the work and all other persons who may be affected thereby;

10.2.1.2 All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

10.2.1.3 Other properties at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City of Santa Fe's and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the City of Santa Fe or the City of Santa Fe's Designated Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in

writing to the City of Santa Fe and the City of Santa Fe's Designated Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Insurance:

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE ’S LIABILITY INSURANCE

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe’s Designated Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder’s risk property insurer has consented to such occupancy or use. The Contractor’s consent to such occupancy or use shall not be unreasonably withheld.

CONSTRUCTION INSURANCE REQUIREMENTS

Contractor/Engineer shall not commence work under this Contract until all insurance has been obtained that is required under this section and evidence of such insurance has been submitted to the City of Santa Fe, nor shall Contractor allow any Subcontractor to commence work on its contract until all similar insurance required of the Subcontractor has been so obtained and approved. Contractor shall furnish the City of Santa Fe with certificates of insurance evidencing the insurance required below.

I. MINIMUM INSURANCE REQUIREMENTS: Contractor shall obtain and maintain the insurance coverages and limits as shown below. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Such coverage shall be maintained for a period not less than ten (10) years following the date of substantial completion of the project. Should Contractor or any Subcontractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits required hereunder, those broader coverages and higher limits shall be deemed to apply for the benefit of the City of Santa Fe.

1. Commercial General Liability, with coverage at least as broad as a standard ISO CG 00 01 occurrence form, including operations, products and completed operations, and contractual liability with limits not less than $5,000,000 per occurrence, $5,000,000 General Aggregate and $5,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

a. The Commercial General Liability Coverage shall include the following endorsements:

(i) Aggregate Limit Per Project endorsement;

(ii) The City, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement. If the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the Additional Insureds;

(iii) A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement;

(iv) A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement;

(v) Written notice of cancellation to the City of Santa Fe, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior written notice.

b. The Commercial General Liability Coverage shall not include the following endorsements:

(i) Amendment of Contractual Liability;

(ii) Total Pollution Exclusion;

(iii) Cross Claims or Cross Suits Liability Exclusion;

(iv) X, C, U Exclusion (Explosion, Collapse, and Underground Hazard);

(v) Subsidence of Soil or Earth Movement Exclusion.

2. Automobile Liability, with coverage at least as broad as a standard ISO Business Auto CA 00 01 form with limits not less than $2,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

c. The Business Auto coverage shall include the following endorsements:

(i) Broadened Pollution Coverage Endorsement;

(ii) The City of Santa Fe, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") or a blanket additional insured endorsement;

(iii) A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement;

(iv) A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement;

(v) Notice of cancellation to the City of Santa Fe, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice.

3. Workers' Compensation including statutory coverage as required by the State of New Mexico and including Employers' Liability with limits not less than $1,000,000 each accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease.

a. The Workers' Compensation coverage shall include the following endorsements:

(i) A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement;

(ii) Notice of cancellation to the City of Santa Fe, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice.

4. Umbrella or Excess Liability coverage with limits not less than $5,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.

a. The Umbrella or Excess Liability coverage shall include the following endorsements:

(i) All endorsements required under Paragraphs I.a. (i)., I.a. (ii)., I.a. (iii), and 1.a.(v) above.

5. Professional Liability coverage with limits not less than $2,000,000 per claim and $4,000,000 aggregate limit. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement.

a. This insurance requirement applies when the Contractor is providing project management, design-build, engineer, architect or other types of professional services to the City of Santa Fe;

b. The policy shall contain a retroactive date no later than the effective date of the contract;

c. The policy should contain an extended reporting period of not less than five (5) years after the termination of this contract.

6. Builder's Risk (Course of Construction). During all phases of construction and/or renovation work, Contractor shall maintain builder's risk insurance covering "Special Form" risks of direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance or law, in an amount sufficient to cover the total value of the structure(s), without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineer fees, building permits and any other non-recurring costs as may be appropriate for Contractor.

a. The policy shall include as insureds the Contractor, all subcontractors, and the City of Santa Fe. The deductible shall not exceed $25,000.

b. The Contractor shall bear the cost of such insurance. Any loss insured under Paragraph 6 above is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

c. If the City of Santa Fe finds it necessary to occupy or use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

7. Pollution Liability coverage with limits not less than $2,000,000 per occurrence or claim and $4,000,000 in the aggregate. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by Contractor under this Agreement, including the transportation of hazardous wasted, hazardous materials, or contaminants.

a. All Endorsements required under 1. a. (ii), 1.a. (iii), 1.a. (iv), and 1.a.(v) above.

8. Subcontractor Insurance. Contractor shall cause all subcontractors it engages to perform work pursuant to this Contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability and Automobile Insurance in a form and with limits deemed appropriate by Contractor for work performed under this Contract. Contractor shall require all subcontractors to obtain endorsements required under 1. a. (ii), 1.a. (iii), and 1.a. (iv), above.

9. Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor or Subcontractor shall be responsible to pay that deductible or self-insured retention and the City of Santa Fe shall not be responsible to pay these costs.

10. Should any required insurance policies be cancelled, non-renewed or if the Contractor or Subcontractor fails to renew, Contractor or Subcontractor shall provide notice of such cancellation, non-renewal or failure to renew immediately to the City of Santa Fe.

11. If any coverage is maintained on a claims-made basis, the following shall apply:

a. The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement;

b. Coverage must be maintained and evidence of coverage must be provided for at least five (5) years after termination of this Agreement;

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of five (5) years after termination of this Agreement.

12. All insurance policies as required in this section shall be written through insurance companies that shall have and maintain a minimum A. M. Best rating of A VII.

13. Certificates of Insurance Coverage shall be filed by Contractor with the City of Santa Fe evidencing all of the insurance coverages required in this section at the time this Agreement is executed.

a. The certificates must have all required endorsements attached or the Certificate may be rejected as non-compliant;

b. Each successive year during the insurance requirement period shall be filed in the same manner;

c. The failure to furnish such evidence may be considered default by the Contractor. The City of Santa Fe reserves the right to require complete copies of all required insurance policies, at any time;

d. It is the obligation of the Contractor to obtain and maintain records of the required insurance coverages from all Subcontractors until beyond the statute of repose in the jurisdiction of the project. The information contained in these Subcontractor insurance records shall be made available to the City of Santa Fe immediately upon request.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City of Santa Fe's Designated Representative and the Contractor and approved in writing by the City of Santa Fe. A Change Order may be issued only after the execution of the Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

12.1.2 The City of Santa Fe, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City of Santa Fe resulting from a change in the work shall be determined in one or more of the following ways:

A) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B) By unit prices stated in the Contract Documents or subsequently agreed upon;

C) By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D) By the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the City of Santa Fe, shall promptly proceed with the work involved. The cost of such work shall the be determined by the City of Santa Fe's Designated Representative on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the City of Santa Fe's Designated Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the City of Santa Fe payments on account shall be made on the City of Santa Fe's Designated Representative's Certificate for payment. The amount of credit to be allowed by the Contractor to the City of Santa Fe for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the City of Santa Fe's Designated Representative. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the City of Santa Fe or the Contractor, the applicable unit prices shall be equitably adjusted.

12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The City of Santa Fe also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

A) Material quantities and unit costs;

B) Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);

C) Costs inherent in use of Contractor/Sub-subcontractor owned equipment;

D) Equipment rental, if any;

E) Workmen's compensation and public liability insurance;

F) General administration, overhead, supervision, project insurance and profit, based on the following schedule:

Subtotal before Applying the Percentage Shown Over $500	$500 & Less
Contractor for work performed by his own forces	0%
0%	
Contractor for work performed by Subcontractor	10%
8%	
Subcontractor for work performed by his own forces	18%
15%	
Subcontractor for work performed by Sub-subcontractor	10%
8%	
Sub-subcontractor for work performed by his own forces	18%
15%	

G) Employment taxes under FICA and FUTA; and

H) State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the

Contract Sum shall be equitably adjusted by Change Order upon verified claim by either party made within twenty days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City of Santa Fe's Designated Representative written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the City of Santa Fe authorizes an increase in the Contract Sum, the City of Santa Fe and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the City of Santa Fe and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City of Santa Fe's Designated Representative. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation, (2) any order by the City of Santa Fe to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the work issued pursuant to Paragraph 12.3.1 or (4) failure of payment by the City of Santa Fe pursuant to Paragraph 9.7, the Contractor shall make such claims as provided in Subparagraph 12.2.2.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The City of Santa Fe's Designated Representative will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City of Santa Fe and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the work should be covered contrary to the request of the City of Santa Fe's Designated Representative or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the City of Santa Fe's Designated Representative, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the work has been covered which the City of Santa Fe's Designated Representative has not specifically requested to observe prior to being covered, the City of Santa Fe's Designated Representative may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City of Santa Fe. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City of Santa Fe or a separate Contractor as provided in Article 6, in which case the City of Santa Fe shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all work rejected by the City of Santa Fe's Designated Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the City of Santa Fe's Designated Representative's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the City of Santa Fe of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City of Santa Fe to do so unless the City of Santa Fe has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The City of Santa Fe shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the City of Santa Fe.

13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the City of Santa Fe may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the City of Santa Fe's Designated Representative, the City of Santa Fe may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the City of Santa Fe may upon ten additional days' written notice sell such work at

auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for the City of Santa Fe's Designated Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City of Santa Fe.

13.2.6 The Contractor shall bear the cost of making good all work of the City of Santa Fe or separate Contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the Contractor to correct the work and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City of Santa Fe prefers to accept defective or non-conforming work and may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty days under an order of court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Sub-contractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or because the City of Santa Fe's Designated Representative has not issued a Certificate for payment as provided in Paragraph 9.7, or because the City of Santa Fe has not made payment thereon as provided in paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the City of Santa Fe and the City of Santa

Fe's Designated Representative, terminate the Contract and recover from the City of Santa Fe payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY OF SANTA FE

14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the City of Santa Fe, upon certification by the City of Santa Fe's Designated Representative that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all material, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the City of Santa Fe's Designated Representative's additional services made necessary thereby, and any damages sustained by the City of Santa Fe as a result of the Contractor's breach, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City of Santa Fe. The amount to be paid to the Contractor or to the City of Santa Fe, as the case may be, shall be certified by the City of Santa Fe's Designated Representative upon application, in the manner provided in paragraph 9.4 and this obligation to the Contractor or to the City of Santa Fe, as the case may be, shall be certified by the City of Santa Fe's Designated Representative upon application, in the manner provided in Paragraph 9.4 and this obligation for payment shall survive the termination of the Contract.

14.2.3 In the event that the Project is abandoned by the City of Santa Fe, the City of Santa Fe may terminate this contract at any time by giving at least seven (7) days' notice to the Contractor. In the event of termination, all work completed shall become the property of the City of Santa Fe. The Contractor shall be entitled to receive compensation for actual work satisfactorily completed hereunder, including reimbursable expense authorized by the City of Santa Fe which are then due.

14.2.4 In the event the Contractor fails to perform the work in accordance with the Contract Documents, the City of Santa Fe may terminate the Contract after giving the Contractor five (5) working days' notice.

ARTICLE 15

EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

15.1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated without discrimination during employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicant will receive consideration for employment without regard to race, religion, color, sex, or national origin.

ARTICLE 16

MINIMUM WAGE RATES

16.1 Projects exceeding $60,000 are subject to a New Mexico State Wage Rate Decision at the time of bidding. A Wage Rate Decision will be requested by the Department and the Contractor will be required to follow all of its rules and regulations and a Bid Bond will be required for that project. A recent Wage Rate Table is attached for Contractor information only. This project is subject to the City of Santa Fe's Minimum Wage Ordinance which is attached.

ARTICLE 17

TERMINATION MANAGEMENT OF THE AGREEMENT

17.1 TERMINATION FOR CONVENIENCE

17.1.1 Termination. The City in its discretion may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give the Contractor written notice of the termination specifying the part of the contract terminated and when termination becomes effective. The notice shall specify the effective date of termination, which shall not be less than ten (10) days from the Contractor's receipt of the notice. The City shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination

17.1.2 Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination. The Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17.2 TERMINATION OF AGREEMENT FOR CAUSE

17.2.1 Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

17.3 TERMINATION FOR DEFAULT

17.3.1 Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City, will terminate the Contractor's right to proceed with

the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

17.3.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

17.3.3 Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due, to the Contractor, such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

17.4 EXCUSE FOR NONPERFORMANCE OR DELAYED PERFORMANCE.

17.4.1 Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar Regulations to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

17.5 ERRONEOUS TERMINATION FOR DEFAULT

17.5.1 If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the

rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

17.5.2 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17.6 RIGHT OF THE CITY TO TERMINATE CONTRACT

17.6.1 In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the City for any excess cost occasioned the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

ARTICLLE 18

DEFINITIONS

18.0 DEFINITIONS - The following definitions shall apply through the Bidding Documents or Contract Documents unless otherwise specified.

18.1 ADDENDUM: Written or graphic instrument issued prior to the execution of the Contract which modifies or interprets the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. Plural: ADDENDA.

18.2 ADDITIVE OR DEDUCTIVE ALTERNATE BID: Amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted.

18.3 BASE BID: Amount of money stated in the Bid as the sum for which the Bidder offers to perform the work, not including that work for which Alternate Bids are also submitted.

18.4 BID: A complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, supported by data called for by the Bidding Documents.

18.5 BID LOT: A major item of work for which a separate quotation or proposal is requested.

18.6 BIDDER: One who submits a Bid for a prime contract with the City of Santa Fe, as distinct from a Subcontractor, who submits a Bid to a Bidder. Technically, a Bidder is not a Contractor on a specific project until a contract exists between him and the City of Santa Fe.

18.7 BIDDING DOCUMENTS: Documents that include the Invitation for Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids. The Contract Documents proposed for the work consist of the City of Santa Fe-Contractor Agreement, the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

18.8 DAY: Calendar day, which is every day shown on the calendar, beginning and ending at midnight.

18.9 DEPARTMENT: means the sector/bureau of the City of Santa Fe government public administration organization responsible for this Procurement.

18.10 CHIEF PROCUREMENT OFFICER: "Chief procurement officer" means that person within a state agency's or local public body's central purchasing office who is responsible for the control of procurement of items of tangible personal property, services or construction.

18.11 CENTRAL PURCHASING OFFICE: The Central Purchasing Office is the City of Santa Fe Purchasing Department.

18.12 GOVERNING AUTHORITY: The Governing Authority of the City of Santa Fe for the execution of construction contracts is the Mayor and City Manager.

18.13 INVITATION FOR BID: The Bidding Documents utilized for soliciting sealed Bids. “Invitation to Bid” shall have the same meaning as “Invitation for Bid”.

18.14 CITY OF SANTA FE: The City of Santa Fe, New Mexico.

18.15 PROCUREMENT OFFICER: The Director of the Purchasing Division, or a designee authorized to enter into or administer contracts and make written determination with respect thereto.

18.16 RESPONSIBLE BIDDER: A Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Bidding Documents (13-1-82, NMSA 1978).

18.17 SUCCESSFUL BIDDER: The lowest qualified and responsible Bidder to whom the City of Santa Fe, on the basis of the City of Santa Fe's evaluation, makes an award.

18.18 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.

18.19 USER: The City of Santa Fe or agencies or designated entity for whose use the Project is being constructed.

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
22/14/B SF Regional Airport Terminal

Bid Due Date:	**9/23/2021**	

			Bradbury and Stamm
ITEM #	**ITEM DESCRIPTION**	**UNIT**	**BID AMOUNT**
1	Base Bid	Lump	$21,500,000.00

BID FORMS
(00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No:	BID 22/14/B
Project:	Santa Fe Regional Airport – Terminal Building Expansion
Date of Issuance of Invitation to Bid:	**Tuesday, August 24, 2021**
This Bid is submitted **electronically** to:	PURCHASING DIVISION CITY OF SANTA FE https://www.purchasing@santafenm.gov

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Fe in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for **ninety (90) days** after the day of Bid opening. The Bidder shall sign and submit the Agreement between City of Santa Fe and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the City of Santa Fe's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

   A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No.	1	Date	9/13/21	No.		Date	
No.	2	Date	9/15/21	No.		Date	
No.	3	Date	9/20/21	No.		Date	
No.		Date		No.		Date	

   B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

C. The Bidder has carefully studied all reports and Drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and Drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

E. The Bidder has given the City of Santa Fe's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the City of Santa Fe's Representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Date.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted inconformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the City of Santa Fe. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.

G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warrantied systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.

Contractor shall be responsible for State CID requirements and permit.

Base Bid – Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax:

BASE BID (exclusive of Gross Receipts Tax*):

TWENTY-ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($ 21,500,000)
(use words) (use figures)

(Utility Service Allowances and Cash Allowances included within the Allowance Specification, are included in the amounts set forth above.)

*Gross Receipts Tax on the Bid Amount(s) above at current scheduled rate for the City of Santa Fe is 8.4375%. Amount shall not be included in Bid.

4. The Bidder agrees that:

   A. All work to be performed under this contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed within three hundred and sixty (360) calendars following the notice to proceed.

   B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the City of Santa Fe the amount of Two Hundred Fifty Dollars ($250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.

   C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

   D. It is understood that the City of Santa Fe reserves the right to reject any or all Bids and to waive any technical irregularities in the Bidding.

5. The following forms and sample forms are attached to and/or required for this ITB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:

   A. Bid Bond (only for the highest Bid option) **(AIA Document A310 must accompany the Bid.)**
   B. Agent's Affidavit **(This form must accompany Bid Bond.)**
   C. Subcontractor Listing Form **(This form must accompany the Bid.)**
   D. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
   E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
   F. ~~Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**~~

N/A per Add 3 9/20/21

G. ~~Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**~~ Per Add 3 9/20/21

H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)

I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)

J. Weekly Payroll Form (This form must be provided during Construction.)

K. Payroll Statement of Compliance (This form must be provided during Construction.)

L. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**

M. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**

N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**

O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)

P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)

Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

6. The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has __X__ has not _____participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925 or Executive Order 11114 or Executive Order 11246.

The Bidder has __X__ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

_____
(General Partner)

Business Address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: Bradbury Stamm Construction, Inc.
(Corporation Name)

New Mexico
(State of Incorporation)

By: _____
Cynthia K. Schultz (Name of person authorized to sign)

CEO
(Title)

If a New Mexico Corporation: 351916
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: Melissa Seaman
(Secretary)

Business address: 7110 2nd Street NW, Albuquerque, NM 87107

Telephone: 505-765-1200

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)
NM License No.: 2313 Classification: GB98, GF98 and GA98
NM Taxation and Revenue CRS No.: 01-107415-009
City of Santa Fe Business Registration No.: 227459
NM Resident Preference Number (if applicable): N/A

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).

SUPPLEMENT TO BID FORMS

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bradbury Stamm Construction, Inc.
P.O. Box 10850
Albuquerque, NM 87184

SURETY:
(Name, legal status and principal place of business)
Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)
City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87501

BOND AMOUNT: $ Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Santa Fe Regional Airport - Terminal Building Expansion;
Bid #: 22/14/B; Santa Fe, NM.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes: (1851929671)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2021

	Bradbury Stamm Construction, Inc.
	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)* Cynthia K. Schultz, CEO
	Great American Insurance Company
	(Surety) *(Seal)*
(Witness) Client Service Agent	*(Title)* David C. Mitchie (Attorney-In-Fact)

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User Notes: (1851929671)

00 4400

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

David C. Mitchie being first duly sworn deposes and says:
that he is the duly appointed agent _____
for Great American Insurance Company
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe in connection with the construction of Santa Fe Regional Airport - Terminal Building Expansion; Bid #: 22/14/B; Santa Fe, NM. dated 14th day of September, 20 21, executed by Bradbury Stamm Construction, Inc. Contractor, as principal and Great American Insurance Company, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Yilan Yu

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo,
this 14th day of September, 20 21.

My Commission expires: March 25, 2025

OFFICIAL SEAL
Yilan Yu
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: March 25th, 2025

Agent's Address: _____

6565 Americas Parkway NE, Suite 720

Albuquerque, New Mexico, 87110

Telephone: 505-828-4000

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
David C. Mitchie	P.O. Box 90756 Albuquerque, NM 87199	$100,000,000.00

Principal: Bradbury Stamm Construction, Inc.
Obligee: City of Santa Fe

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of September, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of September, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of September, 2021.

Assistant Secretary

THIS FORM MUST BE
ATTACHED TO BOND

Section 00 4200

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

City of Santa Fe's Representative or Governing Body	(Date)

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: DEMOLITION	Name of Subcontractor: CORONADO
Address: ALBUQUERQUE	
Telephone No.:	License No.: 24416 NM Dept. of Labor Registration No.: 2361620111130
Signature of Subcontractor (to be obtained after award of contract):	

Trade: CONCRETE	Name of Subcontractor: CONTRERAS
Address: ALBUQUERQUE	
Telephone No.:	License No.: 354456 NM Dept. of Labor Registration No.: 2487820120706
Signature of Subcontractor (to be obtained after award of contract):	

Trade: MASONRY	Name of Subcontractor: PEERLESS
Address: ALBUQUERQUE	
Telephone No.:	License No.: 24205 NM Dept. of Labor Registration No.: 180322011329
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: MILLWORK	Name of Subcontractor: P&M
Address: ALBUQUERQUE	
Telephone No.:	License No.: 357594 NM Dept. of Labor Registration No.: 01955020110720
Signature of Subcontractor (to be obtained after award of contract):	

Trade: EIFS/STUCCO	Name of Subcontractor: CLAUDE BURGER
Address: CLOVIS	
Telephone No.:	License No.: 22747 NM Dept. of Labor Registration No.: 002418420120330
Signature of Subcontractor (to be obtained after award of contract):	

Trade: INSULATION	Name of Subcontractor: ANI
Address: ALBUQUERQUE	
Telephone No.:	License No.: 94745 NM Dept. of Labor Registration No.: 0001020060701
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: CEILINGS	Name of Subcontractor: CLAUDE BURGER
Address: CLOVIS	
Telephone No.:	License No.: 22747 NM Dept. of Labor Registration No.: 002418420120330
Signature of Subcontractor (to be obtained after award of contract):	

Trade: ROOFING	Name of Subcontractor: EVERGUARD
Address: ALBUQUERQUE	
Telephone No.:	License No.: 85830 NM Dept. of Labor Registration No.: 2515820120817
Signature of Subcontractor (to be obtained after award of contract):	

Trade: GLASS	Name of Subcontractor: SW GLASS
Address: ALBUQUERQUE	
Telephone No.:	License No.: 10764 NM Dept. of Labor Registration No.: 2272920110706
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: DRYWALL	Name of Subcontractor: CLAUDE BURGER
Address: CLOVIS	
Telephone No.:	License No.: 22747 NM Dept. of Labor Registration No.: 002418420120330
Signature of Subcontractor (to be obtained after award of contract):	

Trade: FLOORING	Name of Subcontractor: DOMINGUEZ
Address: SANTA FE	
Telephone No.:	License No.: 53897 NM Dept. of Labor Registration No.: 31320050526
Signature of Subcontractor (to be obtained after award of contract):	

Trade: PAINTING	Name of Subcontractor: F&R
Address: ALBUQUERQUE	
Telephone No.:	License No.: NA NM Dept. of Labor Registration No.: 55420050615
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: PARKING EQUIP	Name of Subcontractor: FLASH PARKING
Address: AUSTIN, TX	
Telephone No.:	License No.: NA NM Dept. of Labor Registration No.: 24518678892021
Signature of Subcontractor (to be obtained after award of contract):	

Trade: GLAZED CANOPY	Name of Subcontractor: NOVUM STRUCTURES
Address: MENOMEE FALLS, WI	
Telephone No.:	License No.: 398959 NM Dept. of Labor Registration No.: 22046014452021
Signature of Subcontractor (to be obtained after award of contract):	

Trade: BAGGAGE CONVEYOR	Name of Subcontractor: G&S
Address: WICHITA, KS	
Telephone No.:	License No.: 91206 NM Dept. of Labor Registration No.: 102920051022
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: FIRE PROTECTION	Name of Subcontractor: ALLIANCE
Address: ALBUQUERQUE	
Telephone No.:	License No.: 23021 NM Dept. of Labor Registration No.: 3049520140722
Signature of Subcontractor (to be obtained after award of contract):	

Trade: MECH/PLUMBING	Name of Subcontractor: PAULSON
Address: ALBUQUERQUE	
Telephone No.:	License No.: 381440 NM Dept. of Labor Registration No.: 304632014705
Signature of Subcontractor (to be obtained after award of contract):	

Trade: ELECTRICAL	Name of Subcontractor: VA ELECTRIC-1 BID RECEIVED
Address: ALBUQUERQUE	
Telephone No.:	License No.: 80091 NM Dept. of Labor Registration No.: 1946120110715
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: EARTHWORK	Name of Subcontractor: RL LEEDER
Address: SANTA FE	
Telephone No.:	License No.: 83147 NM Dept. of Labor Registration No.: 112020051210
Signature of Subcontractor (to be obtained after award of contract):	

Trade: ASPHALT PAVING	Name of Subcontractor: RL LEEDER
Address: SANTA FE	
Telephone No.:	License No.: 83147 NM Dept. of Labor Registration No.: 112020051210
Signature of Subcontractor (to be obtained after award of contract):	

Trade: STRIPING	Name of Subcontractor: ACCUSTRIPE
Address: ALBUQUERQUE	
Telephone No.:	License No.: 25282 NM Dept. of Labor Registration No.: 2536620120928
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: LANDSCAPE	Name of Subcontractor: SEQUOIA
Address: ALBUQUERQUE	
Telephone No.:	License No.: 94513 NM Dept. of Labor Registration No.: 1955220110720
Signature of Subcontractor (to be obtained after award of contract):	

Trade: SITE CONCRETE	Name of Subcontractor: CONTRERAS
Address: ALBUQUERQUE	
Telephone No.:	License No.: 354456 NM Dept. of Labor Registration No.: 2487820120706
Signature of Subcontractor (to be obtained after award of contract):	

Trade: SITE UTILITIES	Name of Subcontractor: SIERRA CANY0N
Address: SANTA FE	
Telephone No.:	License No.: 369394 NM Dept. of Labor Registration No.: 2572220121129
Signature of Subcontractor (to be obtained after award of contract):	

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a Bid valued at more than fifty thousand dollars ($50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: FENCING	Name of Subcontractor: ENCHANTMENT
Address: ALBUQUERQUE	
Telephone No.:	License No.: NA NM Dept. of Labor Registration No.: 3047820140713
Signature of Subcontractor (to be obtained after award of contract):	

Trade:	Name of Subcontractor:
Address:	
Telephone No.:	License No.: NM Dept. of Labor Registration No.:
Signature of Subcontractor (to be obtained after award of contract):	

Trade: WOOD FRAMING	Name of Subcontractor: REETZ
Address: ALBUQUERQUE	
Telephone No.:	License No.: 51720 NM Dept. of Labor Registration No.: 2890320130507
Signature of Subcontractor (to be obtained after award of contract):	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Section 00 4500

STATE OF New Mexico)
)ss.
COUNTY OF Bernalillo)

Cynthia K. Schultz, being first duly sworn, deposes and says that:

1) SHe is the CEO of Bradbury Stamm Construction, Inc., the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, City of Santa Fe's, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City of Santa Fe's, employees, or parties in interest, including this affront.

By: _____
Cynthia K. Schultz
Title: CEO

Official Seal
JANETTA RUBI
Notary Public
State of New Mexico
My Commission Expires 11/2/24

Subscribed and sworn to before me this 23 day of September, 20 21.

_____
Notary Public

My Commission expires: 11/2/2024

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

Business Location: 7110 2ND ST
ALBUQUERQUE, NM 87107

Owner: JAMES KING

License Number: 227459

Issued Date: March 09, 2021

Expiration Date: March 09, 2022

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **BRADBURY STAMM CONSTRUCTION, INC.**

DBA: **BRADBURY STAMM CONSTRUCTION, INC.**
PO BOX 10850
ALBUQUERQUE, NM 87184-0850

Expires: **19-Nov-2023**

Certificate Number:

L2068741808

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

BRADBURY STAMM CONSTRUCTION INC.

LICENSE NUMBER

2313

Qualifying Party(S)

KING JAMES

PETERSON WARREN A.

EXPIRES

10/31/2021

CLASSIFICATION(S)

GA98, GB98, GF98

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Bradbury Stamm Construction, Inc.

Bradbury Stamm Construction, Inc.
7110 2ND ST NW

ALBUQUERQUE, NM, 87107-6769

has registered with the Department of Workforce Solutions

Registration Date: 5/26/2020 **Registration Number: 002258120110606**

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at
https://www.dws.state.nm.us/pwaa**

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

Bradbury Stamm Construction, Inc.
PO Box 10850 | Albuquerque, NM 87184
7110 2nd Street NW | Albuquerque, NM 87107
P: 505.765.1200 | F: 505.842.5419
bradburystamm.com

10/5/21

22/14/B City of Santa Fe - Terminal Building Expansion
Attn: John Pate
jpate@molzencorbin.com
Albuquerque, NM

Re: Best and Final Offer

Mr. Pate,

Bradbury Stamm Construction, Inc. submits the following Best and Final Offer for the City of Santa Fe - Terminal Expansion Project:

Base Bid: $19,741,000.00

This Best and Final offer is contingent on the following clarifications:

- Contract award and execution by October 14th, 2021.
- Asphalt to be SPIII
- Asphalt profile at parking spaces is 2" SPIII over 8' of base course
- Painted striping clarified in lieu of Thermoplastic at select locations
- Existing roof will not be demolished
- Construction phasing to be per GC schedule requirements
- Temporary public parking, walkways, and shuttles are by owner.
- FAA specifications in bid docs were for information only and not a project requirement.

Please do not hesitate to call.

Thank you,

Lawrence T. Peterson
Executive Vice President, Bradbury Stamm Construction
505.238.8909 – Direct, Lpeterson@bradburystamm.com

BRADSTA-01 JORTEGAIBANEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2021

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: Kenly Smith PHONE (A/C, No, Ext): (505) 262-9473 FAX (A/C, No): E-MAIL ADDRESS: kenly.smith@hubinternational.com
INSURED Bradbury Stamm Construction, Inc. PO Box 10850 Albuquerque, NM 87184	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The New Mexico Contractors Comp Trust Self-Insurance Fund INSURER B : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0035A	1/1/2021	1/1/2022	X PER STATUTE ☐ 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)

If required by written contract, written agreement or permit: Workers Compensation: Blanket Waiver of Subrogation applies. Endorsements attached for the above.

Re: Contract Number: #3203030
Title: Santa Fe Regional Airport Terminal Building Expansion Bid #22/14/B

CERTIFICATE HOLDER

City of Santa Fe
Santa Fe Municipal Airport
200 Lincoln Ave.
Santa Fe, NM 87504

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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New Mexico Contractors'
CompTrust

WAIVER OF SUBROGATION

We have the right to recover payments from anyone liable for an injury to parties covered by this program. We will not enforce our right against the person(s) or organization(s) named in the attached list.

It is not our intention to directly or indirectly benefit anyone not named in this list.

P.O. Box 14710 • Albuquerque • NM • 87191-4710 • 505-298-9095, 800-288-0893 • FAX 505-298-9094

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2021

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
IMA, Inc. - Colorado Division
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 **FAX (A/C, No):**
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : The Cincinnati Insurance Company	10677
INSURER C : Employers Insurance Company of Wausau	21458
INSURER D : The Ohio Casualty Insurance Company	24074
INSURER E :	
INSURER F :	

INSURED BRADSTA1
Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, NM 87107

COVERAGES **CERTIFICATE NUMBER:** 1936769952 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			TB2Z91466584031	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X PD Ded: $5,000						MED EXP (Any one person)	$ 10,000
	X CL, XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**			AS2Z91466584021	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			EXS0576336	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 10,000,000
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	[ ] DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WCCZ91466584011	5/1/2021	5/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Second Layer Liability			ECO2257442687	5/1/2021	5/1/2022	Each Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Worker's Compensation Includes: CO, TX, MN, ID, IA.

Automobile Physical Damage Coverage: Policy #AS2Z91466584021
Effective Dates: 05/01/21-05/01/22 Insurer A: See Above
Deductibles: $5,000 Comprehensive; $5,000 Collision

See Attached...

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Avenue
P.O. Box 909
Sante 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
Brenda Vincent

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AGENCY CUSTOMER ID: BRADSTA1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado Division	Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque, NM 87107
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #QT6608F330853TIL21
Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
$5,000,000 Frame Limit; $5,000,000 Joisted Masonry Limit; $60,000,000 Non-Combustible Limit;
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or Fire Resistive Limit
$15,000,000 Roadwork, Utility Work, Site Work Limit; $5,000,000 Solar Installation Limit; $1,000,000 Temporary Storage Limit;
$1,000,000 Property in Transit Limit
$5,000 Deductible

Installation Floater Coverage: Policy #QT6306J780984TIL21
Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
$1,000,000 Any One Location Limit; $250,000 Transit Limit; $250,000 Temporary Location Limit; SPC Form
$1,000,000 Flood (Excluded in Zones A, D, V, None);
$1,000,000 Earth Movement (Excluded in High Hazard Zones);
Deductible:
$5,000 Per Occurrence - All Other Causes of Loss
$25,000 Per Occurrence - Flood & Earth Movement

Professional/Pollution Liability Coverage: Policy #CEO744690605
Effective Dates: 05/01/21-05/01/22 Insurer: Indian Harbor Insurance Company
$2,000,000 Limit Per Professional Claim; $3,000,000 Per Pollution Claim;
$3,000,000 Policy Aggregate; $50,000 Retention
Retro Date: 11/10/2000

Leased and Rented Equipment Coverage: Policy #QT6306J780984TIL21
Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Property Casualty Co of America
$1,000,000 Limit; $1,000 Deductible; Replacement Cost

Crime Coverage: Policy #105606701
Effective Dates: 05/01/21-05/01/22 Insurer: Travelers Casualty and Surety Co of America
$1,000,000 Limit; $25,000 Deductible

RE: Santa Fe Regional Airport – Terminal Building Expansion, August 2021 BID#: 22/14/B.
The City of Santa Fe, its officials, agents, and employees are included as Additional Insured on the General Liability and Automobile Liability policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability policies subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured on the General, Automobile Liability and Workers Compensation Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. 30 Day's Notice of Cancellation on the General, Automobile Liability and Workers Compensation Policies.

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Policy Number TB2Z91466584031
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization
Item 2. Blanket Additional Insured – Grantor Of Permits
Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

   The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

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This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

   There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

   If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In connection with your premises; or

   b. In the performance of your ongoing operations.

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

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a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with premises owned by or rented to you.

   This insurance does not apply to:

   a. Any person(s) or organization(s) more specifically covered in Paragraphs **1.** through **5.** above;

   b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

   c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this **Item 1.:**

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

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Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph **2.** of **Section II – Who Is An Insured** is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement entered into prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Bradbury Stamm Construction Effective 05/01/21 - 05/01/22
Policy Number TB2Z91466584031
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on File with Company		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Bradbury Stamm Construction
Policy Number: AS2Z91466584021
Issued by: Liberty Mutual Fire Insurance Company
Effective Dates: 05/01/21 - 05/01/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you agreed in writing as an additional insured, but only for the coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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Policy Number AS2Z91466584021 Effective
Issued by Liberty Mutual Fire Insurance Company 05/01/21 - 05/01/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period,

whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

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II. EMPLOYEES AS INSUREDS

Paragraph **A.1. Who Is An Insured** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.

2. Any of your "employees" or agents; or

3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".

2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

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IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion **B.5.** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph **B.5.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion **6.** in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** for a covered "auto" is amended to add the following:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion **B.3.a.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

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(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE – GLASS

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph **D.** in **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs **A.2.a.** and **A.2.b.** of **SECTION IV- BUSINESS AUTO CONDITIONS** are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

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(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **B.2.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition **B.7.** in **SECTION IV - BUSINESS AUTO CONDITIONS** is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

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1. The most we will pay for coverage afforded by this endorsement is the lesser of:

a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or

b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

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a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph **B.1.** of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to **Who Is An Insured**:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. **SECTION III - PHYSICAL DAMAGE COVERAGE** is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.

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D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **A.4.** Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph **A.2.** of the **COMMON POLICY CONDITIONS** is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

(1) 10 days; or

(2) The number of days specified in any other Cancellation Condition attached to this policy; or

b. For reasons other than non-payment, the greater of:

(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph **A.** of the **COMMON POLICY CONDITIONS**, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph **C. Limits Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

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e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7.** of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph **B.5**. **Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage

Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5.** in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Schedule

Premium

Liability
Physical Damage
Total Premium

XVIII.	**Drive Other Car Name of Individual**	**LIAB**	**MP**	**UM**	**UIM**	**COMP**	**COLL**

XX. Notice of Cancellation or Nonrenewal

Name and Address	**Number of Days**

© 2017 Liberty Mutual Insurance
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Bradbury Stamm Construction
Policy Number: AS2-Z91-466584-021
Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Schedule on file with carrier		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of CO, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

Issued by
Employers Insurance Company of Wausau
For attachment to Policy No. WCCZ91466584011 Effective Date 05/01/21 - 05/01/22 Premium $
Issued to Bradbury Stamm Construction Inc

© 1983 National Council on Compensation Insurance.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury Stamm Construction

Procurement Title: Airport Terminal Expansion

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 PWD/Airport Staff Name Mark Baca

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: _____

Mark Baca	Airport Manager	10/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Oct 8, 2021 15:14 MDT)	Chief Procurement Officer	Oct 8, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203030

Contractor: Bradbury Stamm Construction

Description: Airport Terminal Building Expansion

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: October 15, 2021 Term End Date: June 30, 2025

☑ Approved by Council Date: TBD

Contract / Lease: Construction of terminal expansion and associated infrastructure

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: ITB '22/14/B

Fran Dunaway (Oct 8, 2021 15:14 MDT)

Purchasing Officer Review: Date: Oct 8, 2021

Comment & Exceptions: Cannot negotiate cost for a Bid- award method unknown not based on bid received. 13-1-103 thru 13-1-110

4. Funding Source: Legislative Grant Org / Object: 5450407.572970

Andy Hopkins

Andy Hopkins (Oct 8, 2021 15:03 MDT)

Budget Officer Approval: Date: Oct 8, 2021

Comment & Exceptions: Project String AIR19545OB and AIR19545OC

Staff Contact who completed this form: Mark Baca Phone # 955-2901

Email: mdbaca@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	10/8/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Airport (General Fund) / Capital Transfer to Airport (Enterprise Fund)	1006050	660545		8,382,747	
Facilities (1/2% GRT Income Fund) / Capital Transfer to Airport (Enterprise Fund)	3650432	660545		4,000,000	
Airport / WIP Construction (Passenger Terminal Facility)	5450407	572970	AIR19545OC	7,692,824	
Airport / WIP Construction (Passenger Parking Facility)	5450407	572970	AIR19545OB	4,689,923	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Airport (Enterprise Fund) / Capital Transfer from Airport (General Fund)	5450407	660100		(8,382,747)	
Airport (Enterprise Fund) / Capital Transfer from Facilities (1/2% GRT Income Fund)	5450407	660365		(4,000,000)	
				$ 12,382,747	$ -

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

Use of reserves in the General Fund (100) and the 1/2% GRT Income Fund (365) to support the Airport Terminal and Passenger Parking facilities projects (see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(8,382,747)
365	(4,000,000)
TOTAL:	(12,382,747)

Andy Hopkins 10/8/2021
Prepared By *{print name}* Date

N/A
Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Oct 8, 2021 12:05 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Alexis Lotero
Alexis Lotero (Oct 8, 2021 12:54 MDT)
Budget Officer Date

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

N/A
City Manager *{≤ $60,000}* Date

GOVERNING BODY MEETING OF
October 13, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*

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*
	A RESOLUTION DIRECTING THE CITY MANAGER IDENTIFY AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR WATER, WASTEWATER, AND OTHER WATER RELATED PROJECTS.	Finance Committee – 10/18/21 Public Works and Utilities Committee – 10/25/21 Governing Body – 10/27/21

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*

This document is subject to change.

* 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.

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 10/13/2021 12:50 PM: (No Vote)
Being paid to volunteer is not volunteering—please stop with the wordspeak-alternate reality. The city cannot even provide the basic services at or near the pre-pandemic levels but thinks that its resources should be given over to yet another governmental entity that should have foreseen the problems it is now facing. The school could address some by thinking creatively, e.g. two people split the teaching day for one class

Yesterday the Historic Design Review Board followed an amended agenda that was not posted on primegov/city web page.
Below is what was listed including the drop down menu. There was no Amended Agenda and the agenda that were up would say New Business—no link. I was sent a link to the Amended Agenda two hours after the meeting began. I have yet to hear where that Amended Agenda was publicly posted. IMHO not only was I denied an opportunity t o participate at a public hearing but since the Amended Agenda was not clearly visible on primegov that the meeting should be invalid.

Sure hope the Bicentennial pool project will go better than the one at Salvador Perez. Did the city get a discount by giving Davenport the contracts for the pool and the SFe Depot?

City of Santa Fe New Mexico
Memorandum

Date: October 8, 2021

To: Alan Webber, Mayor

CC: Kristine Bustos-Mihelcic, City Clerk

From: Janice Krish, Economic Development Specialist

RE: Film & Digital Media Commission- Appointment of Commissioners

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ITEM AND ISSUE:
The Film & Digital Media Commission has seven (7) vacant commissioner seats that we aim to fill. There are two (2) commissioner openings and five (5) alternate openings.

The Film and Digital Media Commission recommends five (5) candidates who expressed interest and are qualified to serve. As the Film & Digital Media staff liaison, I am facilitating the onboarding process of these applicants.

ACTION REQUESTED:
We are requesting review of the submitted letters of interest and resumes, approval of these candidates or recommendations of other qualified community members who could fill these seats.

ATTACHMENTS:
Letters and Resumes:

1. Raashan Ahmad
2. Robert Dennis
3. Harvey Kahn
4. Austin Ross
5. James Wysong

Mayor Alan Webber,

As an active community member and filmmaker in Santa Fe, I would like to to request a position as Alternate Commissioner for the “digital media” category on the Santa Fe Film and Digital Media Commission.

I hope to be of service by sharing and offering my views as an active maker of film and digital media in New Mexico that utilizes my passion of storytelling, art, and diversity to bring community together. It is my desire to join in the great work that the Santa Fe Film and Digital Media Commission is doing.

Thank you for your consideration,

Raashan Ahmad

RAASHAN AHMAD

PROFILE

Raashan Ahmad is a producer, director, MC, DJ, and internationally touring musician who combines his story and stance on social, political and cultural issues via video, song, and spoken word. His career as an artist spans close to two decades. He has released over 50 videos, 6 studio albums, and has toured over 35 countries. Raashan is also a cultural worker who is rooted in racial/social justice and community and cultural work. He has worked with various youth and community organizations from Brazil to France, Oakland to Morocco using video, hip hop, art, and culture as a tool for education and community building. In his home town of Santa Fe N.M. Raashan serves as a youth mentor, organizer of an annual back to school drive, and facilitated fundraisers for various teachers and classrooms. In addition he is currently Co-Executive director at Vital Spaces, Co founder Earthseed Black Arts Alliance and is a promoter for an ongoing assortment of community dance events that focus on bringing different sections of the city together.

EXPERIENCE

Producer, Director, "Black Story/Black Song" — 2021—Present

With the creation of a Black-led, arts-centric, interactive presentation, I sought to equip educators and students with a video program that will evolve students' understanding of the political, historical and artistic contributions of African Americans—not just by looking at the past, but also into the vibrant present and future. Using different forms of storytelling & vibrant set design, contemporary Black New Mexican artists showcase many lesser-known stories of the Black experience.

Producer, Director, "I Got A Story To Tell" — 2020—Present

A community video project. 6 episodes featuring conversations focused on the black experience and life in Santa Fe, N.M. a city with a small black population.

Producer, Director, "Pain Away" — 2020

Music video featuring a therapy circle with all Black men, focusing on shifting the harmful, dangerous and popular narrative of Black men and Black masculinity.

Producer, Director, Music Videos — 2008-2020

Produced and Directed various music videos across many countries and continents.

EDUCATION

Beautiful mentors in art, music, and community in the cities I've lived in — Los Angeles, Boston, Oakland, Santa Fe.

Robert Dennis

May 5, 2021

Janice Krish
Economic Development Specialist
City of Santa Fe
500 Market Street Station
Santa Fe, NM 87501
(505) 955-6915
jakrish@santafenm.gov

RE: City of Santa Fe Film Commission

Dear Ms. Krish:

Thank you for accepting this letter as my official expression of interest in appointment to the City of Santa Fe's Film Commission, as per our email correspondence, and my participation in the Tuesday, May 4 online virtual meeting.

I include my resume for reference.

My wife and I relocated permanently to Santa Fe from Burbank, California in September of last year. As we all emerge from the pandemic, we look to find how best to contribute to our new-to-us community. It seems participating on the City's Film Commission might be a great way to utilize my background and experience as means, a first step, to become more involved in the community.

The enclosed resume speaks to my background. I have been semi-retired for a few years, and remained active in business through my photography, additionally (though not noted on the document) helping friends run a retail establishment in Burbank, and, of all things, provide prop building / finishing work on episodes of "Young Sheldon" and "The Good Place".

My wife Patricia officially retired from 24 years as Executive Vice President, Broadcast Standards for The CW Television Network. She continues to consult with them through June. While I dare not volunteer her for work with the commission, I'm certain she would be a willing resource.

Please reach out with any questions. Thank you for the consideration.

Best regards,

Robert Dennis

ROBERT DENNIS

PROFESSIONAL PROFILE

Media post production executive with a unique blend of digital and traditional media, project management, client service, and studio experience.

CORE COMPETENCIES

- **Leadership:** *Experience building and managing teams, processes and projects, with management skills that focus on communication and creating excellent relationships to exceed goals.*
- **Account Management:** *Strong collaborative skill set utilized to build internal and external customer partnerships. Manage sales and operations from deal negotiation to final service and product delivery.*
- **Analytical and Organized:** *Ability to quickly analyze projects and workflows to create the right solutions for clients and to outperform expectations.*
- **Results Driven:** *Accomplished at organizing to succeed, increasing customer loyalty, and meeting project and sales targets.*

KEY ACCOMPLISHMENTS

- *Represented broad spectrum media services, bridging new media and digital asset management services to traditional post production finishing for studio and independent clients.*
- *Engaged studio and media customers in digital workflow consultation and restoration.*
- *Closed deals ranging from hundreds-of-thousands to several million dollars annual revenue.*
- *Created post production guidelines, schedules and budgets for studio content delivery as well as vendor service operations.*
- *Recruited, hired, trained, and managed post production project teams.*
- *Lead division-wide business analysis and sales planning.*
- *Provided key industry thought-leadership through major roles in trade associations.*

EXPERIENCE

Photographer *(Current)*

Landscape, event and automotive photographer, freelance. West Coast Photographer for "The Vantage Point" Magazine – specialty magazine focused on Aston Martin automobiles.
See: www.robertdennisphotography.com

Matchframe Media *(2010)*

Sr. Vice President, New Media Sales
Sales executive for Media Asset Management, digital new media encoding, asset management, and studio sales.

Ascent Media *(2005-2010)*

Sr. Director of Sales, Content Services; also,
Director, Sales Planning, Content Services
Executive lead on new media and traditional media sales. Managed studio client encoding/transcoding sales. Internal technology consultant. Division-wide Sales planning executive role added in 2010.

(Continued)

Technicolor *(1999-2005)*

Exec. Director of Sales & Marketing – 70mm Division; also,
Director, D-film Digital Services

Sales and project management executive for digital media-to-film, all 70mm Large Format "IMAX" services and Film Restoration groups for Technicolor.

Walt Disney Studios *(1997-1999)*

Post Production Supervisor - Restoration, Library Services Division

Restoration and preservation supervisor for Walt Disney Studios with a focus on special formats.

Supervisor, Optical Soundtrack Camera Operations, Studio Post Production Services

Managed operations for the Disney Studios digital optical soundtrack service.

Lucasfilm, Ltd. *(1995-1997)*

Post Production Supervisor, THX Division - Theatre Alignment Program

Managed studio service business for the Theatre Alignment Program. Built and managed extensive team to work with studio projects and executives for THX quality assurance services.

HBO Pictures (*1994-1995)*

Supervisor / Director of Post Production

Managed all post production for HBO Pictures television feature film projects. Built and managed post production supervisors team. Reorganized post production deliverables. Budgeted post production finishing and lead team to complete projects for tight on-air schedules.

RPG Productions, Inc (*1992-1994)*

Post Production Supervisor

Supervised laboratory and post production service for large format 70mm and 35mm shows.

PROFESSIONAL AFFILIATIONS

Society of Motion Picture and Television Engineers (SMPTE)

National Governor, Hollywood Section (2 years);
Hollywood Section Manager (5 years)

Served on both the SMPTE Board of Governors as well as the Hollywood Section management team. Participant in the DC.28 committee study of 3D screen luminance assessment.

Large Format Cinema Association (LFCA)

President – (3 years); **Conference Chair** (1 year); and **Board of Directors** (5 years)

Leader in 70mm ("Imax") industry trade group, representing stakeholders in the Giant Screen film industry. Organized and managed annual conference for 350+ industry professionals. Merged with another organization to become the Giant Screen Cinema Association (GSCA)

Member, IATSE Local 700

(originally Local 695) - Member with honorable withdrawal after taking executive positions.

ADDITIONAL SKILLS

Other Media experience

Motion Picture Production Management; Production Coordination; Post Production Coordination; Director of Photography (shorts); Television Studio Camera Operations; Production Budgeting and Scheduling consultation.

EDUCATION

Master of Fine Arts Degree - Film Production**, University of Southern California**

Bachelor of Arts Degree - Film Production**, Southern Illinois University**

High Street Films Inc.

Date: 7 January 2021

Alan Webber, Mayor
Office of the Mayor
City of Santa Fe
PO Box 909
Santa Fe, NM
87505

Dear Mayor Webber:

I'm writing to request that I be appointed to the Santa Fe Film and Digital Media Commission. I am very interested in helping the local industry expand what it has to offer and ensure that the industry as a whole is aware of all that is available. I would very much like to work with the new Chair, Gay Dillingham, and support the goals of Commission.

I bring 35 years of experience in the film/TV industry, particularly the 20 years I spent in Vancouver, BC Canada. When I arrived in Vancouver to produce my first movie in 1999, I witnessed a nascent industry going through a rapid expansion. I identified various needs and began the process of building a production service company, Front Street Pictures, which came to include studio with dedicated standing offices, an editorial facility and a state of the art post-production facility, Side Street Post. To stabilize our productions' equipment needs, I became a partner in a trucking company, Oasis Transport. All these efforts have given me insights and homed my instincts that could contribute to the potential of Santa Fe's industry going forward.

Thank you.

Sincerely,

Harvey Kahn
Producer

Harvey Kahn is a multiple Emmy-winning, veteran film and television producer. He started his career as an independent creative producer before founding Front Street Pictures in Vancouver in 2004. A full service production company, Front Street produced over 200 TV movies and feature films as well as more than 100 episodes of scripted series under Harvey's tenure. He sold the company in 2018. Harvey has worked with most of the major studios and numerous TV networks and streaming services. Most recently he produced the Netflix Original Film "Dangerous Lies", starring Camila Mendes (*Riverdale*), Jessie T. Usher (*The Boys*) and Elliott Gould, which premiered at #1 on April 30, 2020.

Having run one of the largest production companies in Canada, Harvey has extensive experience in all aspects of production from deal structuring and complex financings to international distribution and post-production. He co-founded the state of the art post-production house Side Street Post in 2010.

Harvey's independent feature producing credits include the acclaimed WE DON'T LIVE HERE ANYMORE (*Warner*), starring Naomi Watts, Mark Ruffalo, and Laura Dern, which was a dramatic competition selection at the 2004 Sundance Film Festival, and NOBODY'S BABY (*Lionsgate*) starring Gary Oldman, which also premiered at Sundance. Notable movies for TV include FLOWERS IN THE ATTIC (*Lifetime*) based on the VC Andrews novel starring Heather Graham and Ellen Burstyn; the Hallmark Hall of Fame's THE CHRISTMAS TRAIN based on the best selling novel by David Baldacci, starring Dermot Mulroney and Danny Glover; the Primetime Emmy and Humanitas-nominated TAKEN FROM ME (*Lifetime, FOX*) starring Oscar-nominee Taraji P. Henson, which garnered Harvey an NAACP Image Award; and the award-winning LITTLE GIRL LOST (*Lifetime*) starring Judy Reyes.

Harvey produced the TV series R.L. STINE's THE HAUNTING HOUR, which won 3 daytime Emmys for Outstanding Children's Series 2013, 14, and 15. In addition to all 76 episodes of HAUNTING HOUR, he produced the Emmy-nominated series SPOOKSVILLE, which Netflix released in 2015. Harvey also executive produced the 13-part one-hour dramatic series, ENDGAME (2010-11), which premiered on HULU in the US, and he executive produced the Hallmark Channel's first one-hour dramatic series, CEDAR COVE starring Andie MacDowell.

Harvey started his career in the entertainment industry as the first Director of Publicity for the Disney Channel. Prior to that he worked as an investigative journalist. He received his B.A. from the University of Wisconsin at Madison. He is a dual US/Canadian citizen who maintains residences in Vancouver, BC and Santa Fe, NM.

Mayor Weber,

I seek your approval for an appointment as an Alternate Commissioner to the Santa Fe Film and Digital Media Commission in the category of “Industry Leader.”

I am seeking this request as I am approaching my Ninth year of career making in Santa Fe. Before working as a video Producer at Meow Wolf for two years I was climbing the ladder in the scripted TV and Movie industry here in New Mexico. Working in Santa Fe and in Albuquerque.

Since graduating with a Bachelor of Fine Arts from the Santa Fe University of Art and Design; I have worked in the industry, lead teams at a scrappy art collective, and now work freelance, building my own media production company. I have worn many many hats. My experience has left my skills varied and multifaceted. When I first arrived in New Mexico I was an intern with Youth Media Project at Warehouse 21, produced multiple music videos and shows with local artists. This community work hasn’t stopped, as of recent I worked with Vital Spaces and Earth-seed Black Arts Collective, and featured as a guest Producer with Little Globe TV. Currently I am working remotely with *another* Scrappy Startup based in Albuquerque. I have garnered a lot of technical skills as well as film theory, and continue to be a student of the arts.

I am very energetic and optimistic about the Santa Fe Film scene for many obvious reasons. And, as a young person of color, an appointment like this could potentially be very valuable for me at this point in my career.

I hope you’ve enjoyed reading this letter, as much as I have enjoyed writing it and look forward to hearing a reply.

Best,
Austin Ross

May 4, 2021

RE: Serving on the Santa Fe Film & Digital Media Commission

Dear Members of the Santa Fe Film & Digital Media Commission,

I am writing you to express my interest in serving on the Santa Fe Film & Digital Media Commission. After recently learning of this opportunity, I wanted to offer my self-nomination for service on the commission.

In my position as the Dean of Arts, Design, and Media Arts at Santa Fe Community College (SFCC), I have a professional commitment and responsibility for the advancement and promotion of the creative arts in our community and service area. Film and digital media are of particular interest to me, since these are likely to play an increasingly important role in contributing to our local economy and in the creation of job opportunities for our citizens. Our college's mission is to *"Empower Students and Strengthen Community."* Fostering the expansion of film and the digital media arts in Santa Fe provides an opportunity to address both of these aspects of our mission.

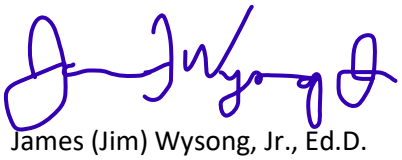
Since joining the college last year, I have forged relationships with many of the individuals who are active in film and digital media, including Liz Pecos, IATSE Local 480 President; Justin Golding, of Production Safe Zone and Golding Entertainment; Tim Castillo, Special Advisor to the Provost for Santa Fe Initiatives, UNM; as well fellow leaders at our partner educational institutions here in Santa Fe - IAIA, NMSA, and SFPS.

As a person who appreciates the value of collaboration and connections, service on the Santa Fe Film & Digital Media Commission seems like a natural opportunity to expand the ways that I can represent and connect the college to the community.

In closing, I want to state again that it would be a privilege to play a part in promoting and expanding the artistic, economic, and career opportunities that film and digital media have to offer. Santa Fe is where I work and live, and I am personally and professionally invested in contributing to this area's success.

Thank you in advance for your consideration.

Respectfully submitted,



James (Jim) Wysong, Jr., Ed.D.

Dean – School of Arts, Design, and Media Arts, and the School of Liberal Arts

Santa Fe Community College - Santa Fe, NM

Brief Professional Bio

Dr. James (Jim) Wysong



Dean of the School of Arts, Design, and Media Arts and the School of Liberal Arts

Santa Fe Community College, Santa Fe, NM

Jim Wysong, Ed.D., oversees academic operations in the School of Liberal Arts and the School of Arts, Design, and Media Arts at Santa Fe Community College. This includes curriculum development and delivery, strategic planning and assessment, public outreach and partnerships, and the recruitment and professional development of a diverse and caring faculty and staff.

Dr. Wysong has a background in community college education as a faculty member and as an administrator. He has led efforts to increase the recruitment, retention, and completion of first generation and minority students - particularly Hispanics. Before joining SFCC, Dr. Wysong served as the Dean of Associate of Arts for the Dale Mabry Campus of Hillsborough Community College in Tampa, Florida. As a member of the faculty there, he served as a tenured professor of geosciences and as the department chair of science. As a faculty member, Dr. Wysong served on many of the college's committees, including General Education, Academic Affairs, and the Tenure and Promotion Committees. He also served on the faculty union council and as the vice president and chief negotiator for the union.

Dr. Wysong earned an associate degree at Valencia Community College in Orlando and undergraduate and master's degrees from the University of South Florida in Tampa. He holds an Ed.D. in Higher Education Leadership and Policy from the University of the Cumberlands in Williamsburg, Kentucky.

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AUSTIN ROSS

PERSONAL PROFILE

A media professional and entrepreneur with experience in front of the camera, behind the camera, behind the boom pole, behind the grip stand, in the post room, on a sales call, in the production office, on a multi-million dollar set, etc, but is mostly passionate about great stories, great editing, and great acting.

ACHIEVEMENTS

Best Comedy, New Mexico Film Office
Best Student Film, Albuquerque Film Festival
Best Web Ad, Telly Awards

GET IN TOUCH

PROFESSION EXPERIENCE

Crux - Content Editor, Media Manager, Live Stream and Creative Director

• Digest raw media and output creative video for High Profile Clientele
• Track and Supply video in organized format for live stream technicians as well as storing and tracking all raw media
• Managing Live Streams and and Communicating with Live Stream Panels to insure a positive experience for all parties
• Outlining creative for video production and occasionally concepting and pitching new media projects.

Meow Wolf - Production Manager and Producer
Oct. 2017 - April. 2020
Santa Fe, New Mexico

• Managed the entire creative production process including ideation, production, execution, and post-production.
• Technical direction for the planning, scheduling, budget, and delivery of production.
• Production Office Management, Payroll, Paperwork. and Wrap Work

Sony Pictures - Sicario 2 - Producers Assistant
November 2015 - February 2017
Santa Fe, New Mexico

• Worked closely with on the ground Producers ensuring their needs were met and their idea of quality and professionalism was standard.
• Booked wrap party for crew and ATL talent

Warner Bros. - Longmire Season 5 & 6 - Production Office Assistant
February 2017 - October 2017
Santa Fe, New Mexico

• Supported the production crew and executive team; worked with contractors and oversaw stage management and safety
• Facilitated team meetings and planned itineraries for producers and other members of the production team.
• Maintained and organized financial paperwork, made deposits, handled all cash duties, and ordered inventory.
• Fostered positive working relationships within the post-production and operations teams.

AUSTIN ROSS

SKILLS

Technical

Budgeting & Scheduling (movie magic), Microsoft Suite, Google Suite, Adobe: Premiere, Photoshop: Apple: Final Cut, Motion 5, DaVinci Resolve, Black Magic Pocket Cam 4k or Similar, Final Draft, Airtable, Asana, Miro

Soft

Scoping and Creative Conversations, Discreet Communication, Listening, Verbal & Non Verbal Communication, Adaptability, Creativity, Willingness to Learn, Conflict Resolution, Confidence, Friendliness, Dependability,

ACADEMIC BACKGROUND

Santa Fe University of Art and Design
Bachelor of Fine Arts in Film Production
May 2016
Santa Fe, NM

Mayor Alan Webber,

As an active community member and filmmaker in Santa Fe, I would like to to request a position as Alternate Commissioner for the “digital media” category on the Santa Fe Film and Digital Media Commission.

I hope to be of service by sharing and offering my views as an active maker of film and digital media in New Mexico that utilizes my passion of storytelling, art, and diversity to bring community together. It is my desire to join in the great work that the Santa Fe Film and Digital Media Commission is doing.

Thank you for your consideration,

Raashan Ahmad

RAASHAN AHMAD

PROFILE

Raashan Ahmad is a producer, director, MC, DJ, and internationally touring musician who combines his story and stance on social, political and cultural issues via video, song, and spoken word. His career as an artist spans close to two decades. He has released over 50 videos, 6 studio albums, and has toured over 35 countries. Raashan is also a cultural worker who is rooted in racial/social justice and community and cultural work. He has worked with various youth and community organizations from Brazil to France, Oakland to Morocco using video, hip hop, art, and culture as a tool for education and community building. In his home town of Santa Fe N.M. Raashan serves as a youth mentor, organizer of an annual back to school drive, and facilitated fundraisers for various teachers and classrooms. In addition he is currently Co-Executive director at Vital Spaces, Co founder Earthseed Black Arts Alliance and is a promoter for an ongoing assortment of community dance events that focus on bringing different sections of the city together.

EXPERIENCE

Producer, Director, "Black Story/Black Song" — 2021—Present

With the creation of a Black-led, arts-centric, interactive presentation, I sought to equip educators and students with a video program that will evolve students' understanding of the political, historical and artistic contributions of African Americans—not just by looking at the past, but also into the vibrant present and future. Using different forms of storytelling & vibrant set design, contemporary Black New Mexican artists showcase many lesser-known stories of the Black experience.

Producer, Director, "I Got A Story To Tell" — 2020—Present

A community video project. 6 episodes featuring conversations focused on the black experience and life in Santa Fe, N.M. a city with a small black population.

Producer, Director, "Pain Away" — 2020

Music video featuring a therapy circle with all Black men, focusing on shifting the harmful, dangerous and popular narrative of Black men and Black masculinity.

Producer, Director, Music Videos — 2008-2020

Produced and Directed various music videos across many countries and continents.

EDUCATION

Beautiful mentors in art, music, and community in the cities I've lived in — Los Angeles, Boston, Oakland, Santa Fe.

Robert Dennis

May 5, 2021

Janice Krish
Economic Development Specialist
City of Santa Fe
500 Market Street Station
Santa Fe, NM 87501
(505) 955-6915
jakrish@santafenm.gov

RE: City of Santa Fe Film Commission

Dear Ms. Krish:

Thank you for accepting this letter as my official expression of interest in appointment to the City of Santa Fe's Film Commission, as per our email correspondence, and my participation in the Tuesday, May 4 online virtual meeting.

I include my resume for reference.

My wife and I relocated permanently to Santa Fe from Burbank, California in September of last year. As we all emerge from the pandemic, we look to find how best to contribute to our new-to-us community. It seems participating on the City's Film Commission might be a great way to utilize my background and experience as means, a first step, to become more involved in the community.

The enclosed resume speaks to my background. I have been semi-retired for a few years, and remained active in business through my photography, additionally (though not noted on the document) helping friends run a retail establishment in Burbank, and, of all things, provide prop building / finishing work on episodes of "Young Sheldon" and "The Good Place".

My wife Patricia officially retired from 24 years as Executive Vice President, Broadcast Standards for The CW Television Network. She continues to consult with them through June. While I dare not volunteer her for work with the commission, I'm certain she would be a willing resource.

Please reach out with any questions. Thank you for the consideration.

Best regards,

Robert Dennis

ROBERT DENNIS

PROFESSIONAL PROFILE

Media post production executive with a unique blend of digital and traditional media, project management, client service, and studio experience.

CORE COMPETENCIES

- **Leadership:** *Experience building and managing teams, processes and projects, with management skills that focus on communication and creating excellent relationships to exceed goals.*
- **Account Management:** *Strong collaborative skill set utilized to build internal and external customer partnerships. Manage sales and operations from deal negotiation to final service and product delivery.*
- **Analytical and Organized:** *Ability to quickly analyze projects and workflows to create the right solutions for clients and to outperform expectations.*
- **Results Driven:** *Accomplished at organizing to succeed, increasing customer loyalty, and meeting project and sales targets.*

KEY ACCOMPLISHMENTS

- *Represented broad spectrum media services, bridging new media and digital asset management services to traditional post production finishing for studio and independent clients.*
- *Engaged studio and media customers in digital workflow consultation and restoration.*
- *Closed deals ranging from hundreds-of-thousands to several million dollars annual revenue.*
- *Created post production guidelines, schedules and budgets for studio content delivery as well as vendor service operations.*
- *Recruited, hired, trained, and managed post production project teams.*
- *Lead division-wide business analysis and sales planning.*
- *Provided key industry thought-leadership through major roles in trade associations.*

EXPERIENCE

Photographer *(Current)*

Landscape, event and automotive photographer, freelance. West Coast Photographer for "The Vantage Point" Magazine – specialty magazine focused on Aston Martin automobiles.
See: www.robertdennisphotography.com

Matchframe Media *(2010)*

Sr. Vice President, New Media Sales
Sales executive for Media Asset Management, digital new media encoding, asset management, and studio sales.

Ascent Media *(2005-2010)*

Sr. Director of Sales, Content Services; also,
Director, Sales Planning, Content Services
Executive lead on new media and traditional media sales. Managed studio client encoding/transcoding sales. Internal technology consultant. Division-wide Sales planning executive role added in 2010.

(Continued)

Technicolor *(1999-2005)*

Exec. Director of Sales & Marketing – 70mm Division; also,
Director, D-film Digital Services

Sales and project management executive for digital media-to-film, all 70mm Large Format "IMAX" services and Film Restoration groups for Technicolor.

Walt Disney Studios *(1997-1999)*

Post Production Supervisor - Restoration, Library Services Division

Restoration and preservation supervisor for Walt Disney Studios with a focus on special formats.

Supervisor, Optical Soundtrack Camera Operations, Studio Post Production Services

Managed operations for the Disney Studios digital optical soundtrack service.

Lucasfilm, Ltd. *(1995-1997)*

Post Production Supervisor, THX Division - Theatre Alignment Program

Managed studio service business for the Theatre Alignment Program. Built and managed extensive team to work with studio projects and executives for THX quality assurance services.

HBO Pictures (*1994-1995)*

Supervisor / Director of Post Production

Managed all post production for HBO Pictures television feature film projects. Built and managed post production supervisors team. Reorganized post production deliverables. Budgeted post production finishing and lead team to complete projects for tight on-air schedules.

RPG Productions, Inc (*1992-1994)*

Post Production Supervisor

Supervised laboratory and post production service for large format 70mm and 35mm shows.

PROFESSIONAL AFFILIATIONS

Society of Motion Picture and Television Engineers (SMPTE)

National Governor, Hollywood Section (2 years);
Hollywood Section Manager (5 years)

Served on both the SMPTE Board of Governors as well as the Hollywood Section management team. Participant in the DC.28 committee study of 3D screen luminance assessment.

Large Format Cinema Association (LFCA)

President – (3 years); **Conference Chair** (1 year); and **Board of Directors** (5 years)

Leader in 70mm ("Imax") industry trade group, representing stakeholders in the Giant Screen film industry. Organized and managed annual conference for 350+ industry professionals. Merged with another organization to become the Giant Screen Cinema Association (GSCA)

Member, IATSE Local 700

(originally Local 695) - Member with honorable withdrawal after taking executive positions.

ADDITIONAL SKILLS

Other Media experience

Motion Picture Production Management; Production Coordination; Post Production Coordination; Director of Photography (shorts); Television Studio Camera Operations; Production Budgeting and Scheduling consultation.

EDUCATION

Master of Fine Arts Degree - Film Production**, University of Southern California**

Bachelor of Arts Degree - Film Production**, Southern Illinois University**

High Street Films Inc.

Date: 7 January 2021

Alan Webber, Mayor
Office of the Mayor
City of Santa Fe
PO Box 909
Santa Fe, NM
87505

Dear Mayor Webber:

I'm writing to request that I be appointed to the Santa Fe Film and Digital Media Commission. I am very interested in helping the local industry expand what it has to offer and ensure that the industry as a whole is aware of all that is available. I would very much like to work with the new Chair, Gay Dillingham, and support the goals of Commission.

I bring 35 years of experience in the film/TV industry, particularly the 20 years I spent in Vancouver, BC Canada. When I arrived in Vancouver to produce my first movie in 1999, I witnessed a nascent industry going through a rapid expansion. I identified various needs and began the process of building a production service company, Front Street Pictures, which came to include studio with dedicated standing offices, an editorial facility and a state of the art post-production facility, Side Street Post. To stabilize our productions' equipment needs, I became a partner in a trucking company, Oasis Transport. All these efforts have given me insights and homed my instincts that could contribute to the potential of Santa Fe's industry going forward.

Thank you.

Sincerely,

Harvey Kahn
Producer

Harvey Kahn is a multiple Emmy-winning, veteran film and television producer. He started his career as an independent creative producer before founding Front Street Pictures in Vancouver in 2004. A full service production company, Front Street produced over 200 TV movies and feature films as well as more than 100 episodes of scripted series under Harvey's tenure. He sold the company in 2018. Harvey has worked with most of the major studios and numerous TV networks and streaming services. Most recently he produced the Netflix Original Film "Dangerous Lies", starring Camila Mendes (*Riverdale*), Jessie T. Usher (*The Boys*) and Elliott Gould, which premiered at #1 on April 30, 2020.

Having run one of the largest production companies in Canada, Harvey has extensive experience in all aspects of production from deal structuring and complex financings to international distribution and post-production. He co-founded the state of the art post-production house Side Street Post in 2010.

Harvey's independent feature producing credits include the acclaimed WE DON'T LIVE HERE ANYMORE (*Warner*), starring Naomi Watts, Mark Ruffalo, and Laura Dern, which was a dramatic competition selection at the 2004 Sundance Film Festival, and NOBODY'S BABY (*Lionsgate*) starring Gary Oldman, which also premiered at Sundance. Notable movies for TV include FLOWERS IN THE ATTIC (*Lifetime*) based on the VC Andrews novel starring Heather Graham and Ellen Burstyn; the Hallmark Hall of Fame's THE CHRISTMAS TRAIN based on the best selling novel by David Baldacci, starring Dermot Mulroney and Danny Glover; the Primetime Emmy and Humanitas-nominated TAKEN FROM ME (*Lifetime, FOX*) starring Oscar-nominee Taraji P. Henson, which garnered Harvey an NAACP Image Award; and the award-winning LITTLE GIRL LOST (*Lifetime*) starring Judy Reyes.

Harvey produced the TV series R.L. STINE's THE HAUNTING HOUR, which won 3 daytime Emmys for Outstanding Children's Series 2013, 14, and 15. In addition to all 76 episodes of HAUNTING HOUR, he produced the Emmy-nominated series SPOOKSVILLE, which Netflix released in 2015. Harvey also executive produced the 13-part one-hour dramatic series, ENDGAME (2010-11), which premiered on HULU in the US, and he executive produced the Hallmark Channel's first one-hour dramatic series, CEDAR COVE starring Andie MacDowell.

Harvey started his career in the entertainment industry as the first Director of Publicity for the Disney Channel. Prior to that he worked as an investigative journalist. He received his B.A. from the University of Wisconsin at Madison. He is a dual US/Canadian citizen who maintains residences in Vancouver, BC and Santa Fe, NM.

Mayor Weber,

I seek your approval for an appointment as an Alternate Commissioner to the Santa Fe Film and Digital Media Commission in the category of “Industry Leader.”

I am seeking this request as I am approaching my Ninth year of career making in Santa Fe. Before working as a video Producer at Meow Wolf for two years I was climbing the ladder in the scripted TV and Movie industry here in New Mexico. Working in Santa Fe and in Albuquerque.

Since graduating with a Bachelor of Fine Arts from the Santa Fe University of Art and Design; I have worked in the industry, lead teams at a scrappy art collective, and now work freelance, building my own media production company. I have worn many many hats. My experience has left my skills varied and multifaceted. When I first arrived in New Mexico I was an intern with Youth Media Project at Warehouse 21, produced multiple music videos and shows with local artists. This community work hasn’t stopped, as of recent I worked with Vital Spaces and Earth-seed Black Arts Collective, and featured as a guest Producer with Little Globe TV. Currently I am working remotely with *another* Scrappy Startup based in Albuquerque. I have garnered a lot of technical skills as well as film theory, and continue to be a student of the arts.

I am very energetic and optimistic about the Santa Fe Film scene for many obvious reasons. And, as a young person of color, an appointment like this could potentially be very valuable for me at this point in my career.

I hope you’ve enjoyed reading this letter, as much as I have enjoyed writing it and look forward to hearing a reply.

Best,
Austin Ross

May 4, 2021

RE: Serving on the Santa Fe Film & Digital Media Commission

Dear Members of the Santa Fe Film & Digital Media Commission,

I am writing you to express my interest in serving on the Santa Fe Film & Digital Media Commission. After recently learning of this opportunity, I wanted to offer my self-nomination for service on the commission.

In my position as the Dean of Arts, Design, and Media Arts at Santa Fe Community College (SFCC), I have a professional commitment and responsibility for the advancement and promotion of the creative arts in our community and service area. Film and digital media are of particular interest to me, since these are likely to play an increasingly important role in contributing to our local economy and in the creation of job opportunities for our citizens. Our college's mission is to *"Empower Students and Strengthen Community."* Fostering the expansion of film and the digital media arts in Santa Fe provides an opportunity to address both of these aspects of our mission.

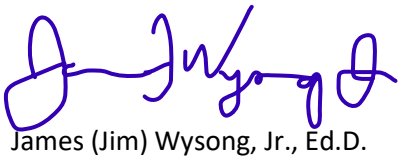
Since joining the college last year, I have forged relationships with many of the individuals who are active in film and digital media, including Liz Pecos, IATSE Local 480 President; Justin Golding, of Production Safe Zone and Golding Entertainment; Tim Castillo, Special Advisor to the Provost for Santa Fe Initiatives, UNM; as well fellow leaders at our partner educational institutions here in Santa Fe - IAIA, NMSA, and SFPS.

As a person who appreciates the value of collaboration and connections, service on the Santa Fe Film & Digital Media Commission seems like a natural opportunity to expand the ways that I can represent and connect the college to the community.

In closing, I want to state again that it would be a privilege to play a part in promoting and expanding the artistic, economic, and career opportunities that film and digital media have to offer. Santa Fe is where I work and live, and I am personally and professionally invested in contributing to this area's success.

Thank you in advance for your consideration.

Respectfully submitted,



James (Jim) Wysong, Jr., Ed.D.

Dean – School of Arts, Design, and Media Arts, and the School of Liberal Arts

Santa Fe Community College - Santa Fe, NM

Brief Professional Bio

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AUSTIN ROSS

SKILLS

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