City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
JANUARY 19, 2022
5:00 PM
ATTEND VIRTUALLY

AMENDED AGENDA

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

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

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

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/82379860968?pwd=Z2NrSGtxMjBQM2lkOC9WTm9XKzNCUT09
Passcode: 944353
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 253 215 8782 - Webinar ID: 823 7986 0968 - Passcode: 944353**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

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

5. **APPROVAL OF MINUTES**

a. Approval of Minutes from the December 1, 2021 Quality of Life Committee Meeting.

b. Approval of Minutes from the November 3, 2021 Quality of Life Committee.

6. **PRESENTATIONS**

a. Human Services Committee 2021 Strategic Plan (Val Alarcon, VIA Consulting; Carrie Thielan, HSC Chair, Tres Hunter-Schnell, HSC Vice Chair, Christa Hernandez, Youth and Family Services Program Manager, HSC Staff Liaision, and Julie Sanchez, Youth and Family Services Division Director)

b. Midtown Progress Report: Community Development Department Presentation (Rich Brown, Director of Community Development Department; rdbrown@santafenm.gov; (505)955-6625 and Daniel Hernandez, Midtown Project Manager; daniel@proyecto.is and UNM DPAC & Midtown Engagement Partners)

7. **ACTION ITEMS: CONSENT**

a. Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no charge to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manger, mnsanchez@santafenm.gov; (505) 955-6868)

Committee Review
Finance Committee – January 18, 2022
Quality of Life Committee – January 19, 2022
Governing Body – January 26, 2022

b. Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars

($1,000,000.00) of County of American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenmgov; 955-6678

COMMITTEE REVIEW:
Finance Committee 01/18/2022
Quality of Life Committee 01/19/2022
Governing Body 01/26/2022

c. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilwoman Villarrea, Councilor Chavez, and Councilor Cassutt)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions From January 27, 2022 to February 24, 2022; Restricting the Sale or use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Fire Marshal: gggriego@santafenm.gov, 955-3317)

Committee Review:
Introduced: 01/12/22
Quality of Life Committee: 01/19/22
Governing Body: 01/26/22

d. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt and Councilor Villarreal)
A Resolution in Support of the Appropriation of Funds by the New Mexico Legislature for New Mexico-Grown Fresh Fruits and Vegetables for School and Senior Meals Programs and Related Education Programs for Schools and Farmers. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 1/12/22
Quality of Life Committee: 01/19/22
Governing Body: 01/26/22

e. Request for Approval of Contract in the Amount of $909,479 with YouthWorks for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic

Development Specialist: jakrish@santafenm.gov, 505-955-6915 and Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 01/18/2022
Quality of Life Committee: 01/19/2022
Governing Body Meeting: 01/26/2022

f. Request For The Approval Of A 2-Year Construction Contract For The Completion Of 500 C (Cwsrf 088)-Santa Fe River Repairs And Bank Stabilization: Ricardo Bridge To The Don Jose Outfall (Itb '22/21/B) In The Total Amount Of $1,561,109.16 (Kimo Constructors, Inc.). (Zoe Isaacson, Zrisaacson@Santafenm.Gov, 505-955-6853.)

Request For The Approval Of A Bar Transferring Revenues From Stormwater/Cwsrf 088 (2310411/490190) To Expenditures Stormwater/Wip Construction (2310411/572970) In The Amount Of $1,561,110.00.

Committee Review:
Quality of Life 1/19/2022
Public Works & Utilities 1/24/2022
Governing Body 1/26/2022

g. Request for Approval of Amendment #1 – Interfaith Community Shelter CDBG contract to add compensation in the amount of $3,000 for a total compensation of $35,000 so that the $20,000 originally allocated to Coming Home Connection's Casa Cielo project is redistributed to other public services activities for the 21-22 program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868).

Committee Meetings:

Quality of Life Committee: 01/19/2022
Finance Committee: 01/31/2022
Governing Body: 02/09/2022

h. Request for Approval of Amendment #1 Santa Fe Public Schools - Adelante CDBG contract to add compensation in the amount of $17,000 for a total compensation of $37,106 so that the $20,000 originally allocated to Coming Home Connection's Casa Cielo project is redistributed to other public

services activities for the 21-22 program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov , 505-303-9868).
Committee Review: Quality of Life: 01/19/202
Finance: 01/31/2022
Governing Body: 02/09/2022

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, February 2, 2022**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
DECEMBER 01, 2021
5:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

meeting start aproxamently at 5:01pm

2. ROLL CALL

Members Present:

Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Chris Rivera
Councilor Renee Villarreal
Councilor Carol Romero-Wirth

Members Excused:

Others Attending:

Jeff Norris, Legislative Liaison Assistant
Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Services Department Director
Jamie-Rae Diaz, Clerk
Kristine Mihelcic, Clerk
Melissa McDonald, Attendee
Mary McCoy, Attendee
Sam Burnett, Attendee
Manuel Gonzales, Attendee
Alexandra Ladd, Attendee
Pauline Kamiyama, Attendee
Jarel Lapan Hill, Attendee
Regina Wheeler, Attendee
Erin McSherry, Attendee
JoAnne Vigil Coppler, Attendee

3. APPROVAL OF AGENDA

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Councilor Garcia pulled items C,E,F,Q,R,V,Z,AB for discusion.

Councilwomen Villarreal mentioned she hasn't seen her name on the items she requested to be listed as a co-sponsor. Councilwomen pulled item AA for discussion.

Councilor Rivera has not seen his name listed as a Co-Sponsor listed on item D. Councilor Rivera also pulled items F,R,Z for discussion.

5. **APPROVAL OF MINUTES**

the minutes from the November 3, 2021 QoL meeting need to be added to the January agenda for approval.

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the Total Amount of $153,555 for the Fire Department; Southwest Ambulance Sales. (Brian Moya, Assistant Fire Chief: bjmoya@santafenm.gov, 505-3111 and Sten Johnson, Health & Safety Officer: sajohnson@santafenm.gov; 505-467-9799)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Garcia, to approve the migrated item as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

b. Request for Approval of Amendment No. 1 to the Santa Fe Recovery Center AHTF Contract to Change the Scope of Work, Expanding the Use of AHTF Funds to Cover Tenant-Based Rental Assistance at Locations Additional to the “Bridge Homes”; Compensation Does Not Change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

c. Request for Approval of Amendment No. 2 to Service Contract 20-0263 with FacilityBUILD, to Increase Compensation in the Amount of $115,776.39 Including NMGRT for Design/Build Services for the Design and Construction of a New Restroom Facility that will be Located at the Water Street Parking Lot. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-955-5933)

1. Request for the Approval of a BAR in the Amount of $350,000 to Transfer Capital Impact Fees into WIP Construction for the Water Street Restroom Project, as Approved at the CIAC on 11/17/2020 Item 6B.
2. Request for the Approval of a BAR in the Amount of $125,770 to Transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom Project.

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt, to approve the contract amendment

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the water street restroom

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the request for approval of a BAR in the amount of $125,770 to transfer ½ % GRT revenues into WIP Construction for the water street restroom project.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

pulled by Councilor Garcia for discussion

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, Councilor Vigil Coppler, Councilor Romero-Wirth and Councilor Rivera)
A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 11/27/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Garcia, to approve the resolution as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Add Councilor Rivera as a Co-Sponsor

e. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 10/27/2021
Finance Committee: 11/01/2021

Quality of Life Committee: 11/03/2021
Governing Body: 11/10/2021
Finance Committee: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt, to approve the resolution to extend the taskforce.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Pulled by Councilor Garcia for discussion

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Introduced: 11/10/2021
Governing Body Study Session: 11/17/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to deny the resolution as presented.

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

For: Councilor Cassutt, Councilor Romero-Wirth

Against: None

Abstain: Councilor Garcia, Councilor Rivera, Councilor Villarreal

Pulled by Councilor Garcia for discussion

g. Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director: mmgonzales@santafenm.gov, 1-505-231-1749)

COMMITTEE REVIEW
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

h. Request for the Approval of Amendment No. 2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; Increasing Compensation in the Total Amount of $250,000 to a New Total of $1,000,960 Including NMGRT and Extending the Term of the

Agreement to December 31, 2023. (Rich Brown, Director, Community & Economic Development: rdbrown@santafenm.gov; 505-955-6625 and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov; 505-955-6303) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

i. Request for Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, Term Ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA). (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 505-955-4710)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

j. Consideration of contract approval for YouthWorks: A renewal contract for Workforce Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)
Committee Review:
Finance Committee: 01/03/2022
Quality of Life Committee:
Economic Development Advisory Committee-
Governing Body Meeting:

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

k. Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to Fund Salary Increases for Construction Inspectors and Construction Inspector Supervisors, to Fund an Existing Unfunded Assistant Land Use Director, to Fund an Existing Unfunded Senior Planner, and to Fund and Create One

New FTE - Engineer Position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

I. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 Including Salaries and Benefits to Create and Dund 4.5 New FTE's, One Navigator, Three Park Rangers and a Half-Time Custodian, and Operating Costs for a City Operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

m. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $2,700,000 to Fund a Retention and Hiring Incentives. (Jarel LaPan Hill, City Manager: jlhill@santafenm.gov, 505-955-6534; Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171 and Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

n. Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of $66,938 Including Salaries and Benefits to Fund an Existing Unfunded Broadband Project Manager Position. (Richard Brown, Community Development Director: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

o. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

p. Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 Including Salaries and Benefits to Fund Existing Unfunded Positions Include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

q. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 Including Salaries and Benefits to Fund and Create One New FTE – IRPA Manager and Transfer Two Positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Cassutt, Councilor Rivera, Councilor Romero-Wirth

Against: None

Abstain: Councilor Garcia, Councilor Villarreal

Pulled by Councilor Garcia for discusion

r. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 Including Salaries and Benefits to Fund an Existing Unfunded Chief of Staff Position. (Jarel LaPan Hill, City Manager: jlapanhill@santafenm.gov, 505-955-6534)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: Councilor Rivera

the committee would like to see the Job Description for this position.

s. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 Including Salaries and Benefits to Fund Three Existing Unfunded Municipal Court Clerk Positions. (Jacqueline Baca, Deputy Court Finance Administrator: jybaca@santafenm.gov, 505-955-5054)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

t. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to Fund and Create One New FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

u. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of $204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

v. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of $242,804 to fund Parks capital and operating expenses. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Pulled by Councilor Garcia for discussion

w. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to Fund Existing Unfunded Administrative Manager and Account Technician Positions. (Noel Correia, Parking Division Director: npcorreia@santafenm.gov, 505-955-6611)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

x. Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to Fund Salary Increases for Streets Maintenance and Operation Positions to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

y. Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to Fund Salary Increases for Transit Driver I, II, III & Dispatch Supervisors to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

z. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell)
A Resolution Allocating An Additional 4.7 Acre Feet of Available Water From the City's Existing Water Supply to Siler Yard, Located at 1218 Siler Road. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Community Development Commission: 11/17/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Pulled by Councilor Garcia for discussion

Add Councilwomen Villarreal as a Co-Sponsor to this item

Add Councilor Rivera as a Co-Sponsor to this item

aa. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler)
A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee Review:
Introduced: 09/09/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal

Against: Councilor Romero-Wirth

Abstain: None

Pulled by Councilor Villarreal for discussion

ab. Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/11/2021
Governing Body: 01/08/2022

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: No Meeting Scheduled**

11. **ADJOURN**

meeting ended aproxamently at 9:20pm.

Liaison

Chair

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
NOVEMBER 03, 2021
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Chris Rivera
Councilor Renee Villarreal
Councilor Carol Romero-Wirth

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Services Department Director
Julie Sanchez, Attendee
Andres Mercado, Attendee
Ben Valdez, Attendee
Anthony Tapia, Attendee
Rich Brown, Attendee
Manuel Gonzales, Attendee

3. **APPROVAL OF AGENDA**

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Item 8b has been removed and will come back to the December 2021 QoL meeting.

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Cassutt moved, seconded by Councilor Rivera, to approve the as amended.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

Item 6c pulled by Councilwomen Cassutt for discussion

5. **APPROVAL OF MINUTES**

a. Minutes from October 20, 2021.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the minutes as amended.

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

item b needs to be changed to be approved as amended with the amendments by Councilwomen Villarreal

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of the New Mexico Department of Transportation Agreement for the Funding of Projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, 955-5355 and Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, 955-5286)
Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

MOTION: Councilor Cassutt moved, seconded by Councilor Rivera, to approve the memorandum of understanding (MOU) to forward to Governing Body

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

b. Request for Approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a Sub-Recipient of the Region III High Intensity Drug Trafficking Areas Funding in the Amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, 955-5355

and David Webb, Lt. Police Department, dwebb@santafenm.gov, 955-5257)

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Board Committee: 11/10/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the resolution

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal

Against: Councilor Romero-Wirth

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

a. Request for the Approval of a Software Contract in the Total Amount of Three Hundred Fifty-Four Thousand Seven Hundred Fifty-Five Dollars and Ninety-Eight Cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc. (Andres J. Mercado, Firefighter: ajmercado@santafenm.gov, 955-3604)

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

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

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

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

8. **PRESENTATION**

a. Guaranteed Income Projects in the City of Santa Fe and Across New Mexico (Meghan Mead, Director of Law and Policy, Appleseed NM and Julie Sanchez, Youth and Family Services Division Director, City of Santa Fe)

b. Presentation on Early Childhood Care in Santa Fe.

Presentation removed from agenda to come back to the December 2021 QoL meeting.

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Wednesday, December 1, 2021**

13. **ADJOURN**

meeting adjourn at 6:55pm

_____ _____

Liaison Chair

Update_19 Jan 2022

Public Engagement for Midtown District Santa Fe

Inclusive, Equitable, Transparent, Accessible
Influential/Consequential

What we want to share tonight

1. Introduce the **Midtown Engagement Partners**, including Round 2 MAP stipend recipients
2. Provide insights, highlights and data from the **Midtown Block Party**
3. Share "**what we've heard**" from participants
4. **Timeline**: where we are and what's ahead, including additional opportunities for public engagement



MIDTOV

MOVING FORW

Key Phases in the Public Engagement contract for Midtown

The City contracts with UNM DPAC to manage and coordinate a community-based process

DESIGN & PLANNING ASSISTANCE CENTER

1. **Partner** with local, community-based organizations (Q1 2021)
2. **Co-Create** a Community-Driven Engagement Program (Q1-2 2021)
3. **Engage** community members in multiple, different, and effective ways...and collect input and feedback (data) (Q3-4 2021)
4. **Analyze** data gathered; synthesis and summarize as findings and community goals for development at Midtown (Q1 2022)
5. **Identify** promising practices for achieving community goals (recommendations) (Q1 2022)
6. **Incorporate** community goals and recommendations into Community Development Plan (Q1-2 2022)

Phase 1. Partner w/ Local, community-based Organizations

The Midtown Engagement Team

Public Engagement Consultant: Managing the collaboration with the City	University of New Mexico • School of Architecture and Planning • Design Planning Assistance Center (DPAC)
Midtown Engagement Partners: Steering Process and Leading Engagement	Chainbreaker Collective, YouthWorks, Earth Care, Santa Fe Art Institute, Littleglobe
MAP Round 2: Conduct Specific Engagement Activities	Santa Fe Indigenous Center, Friends of Santa Fe Public Library, Fathers NM, La Familia Medical Center

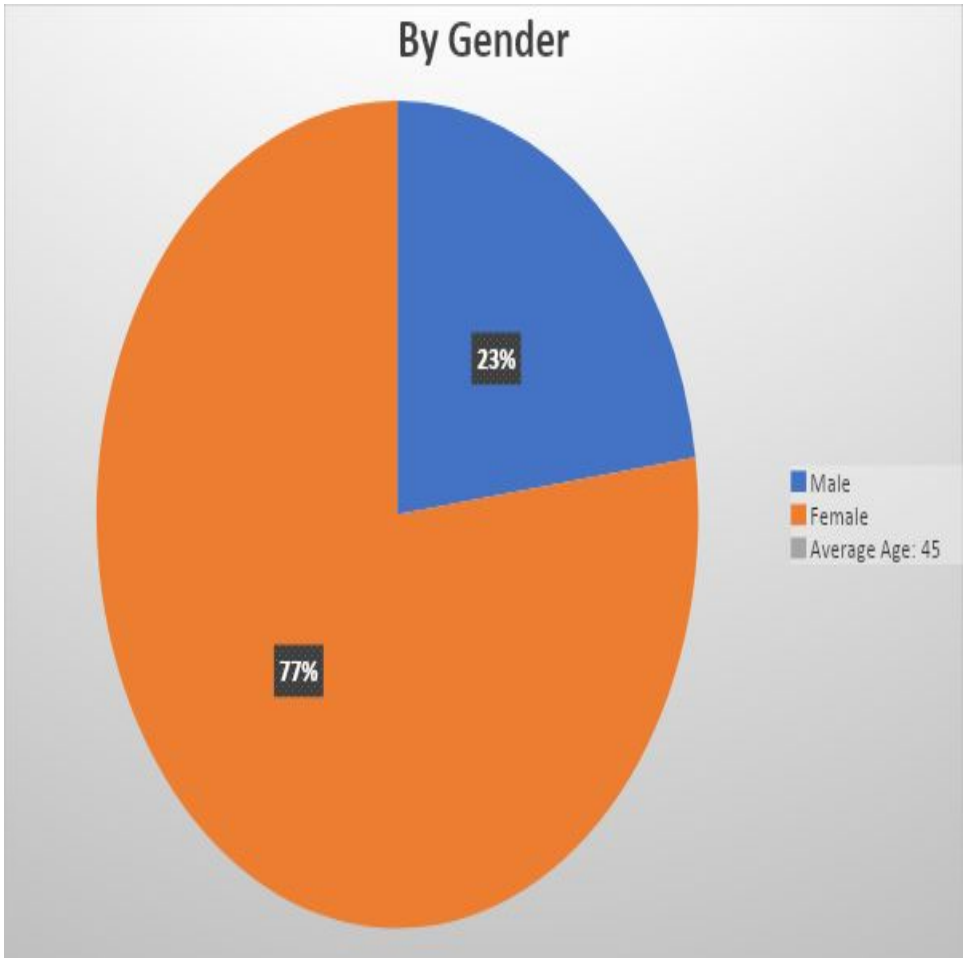
Santa Fe Indigenous Center

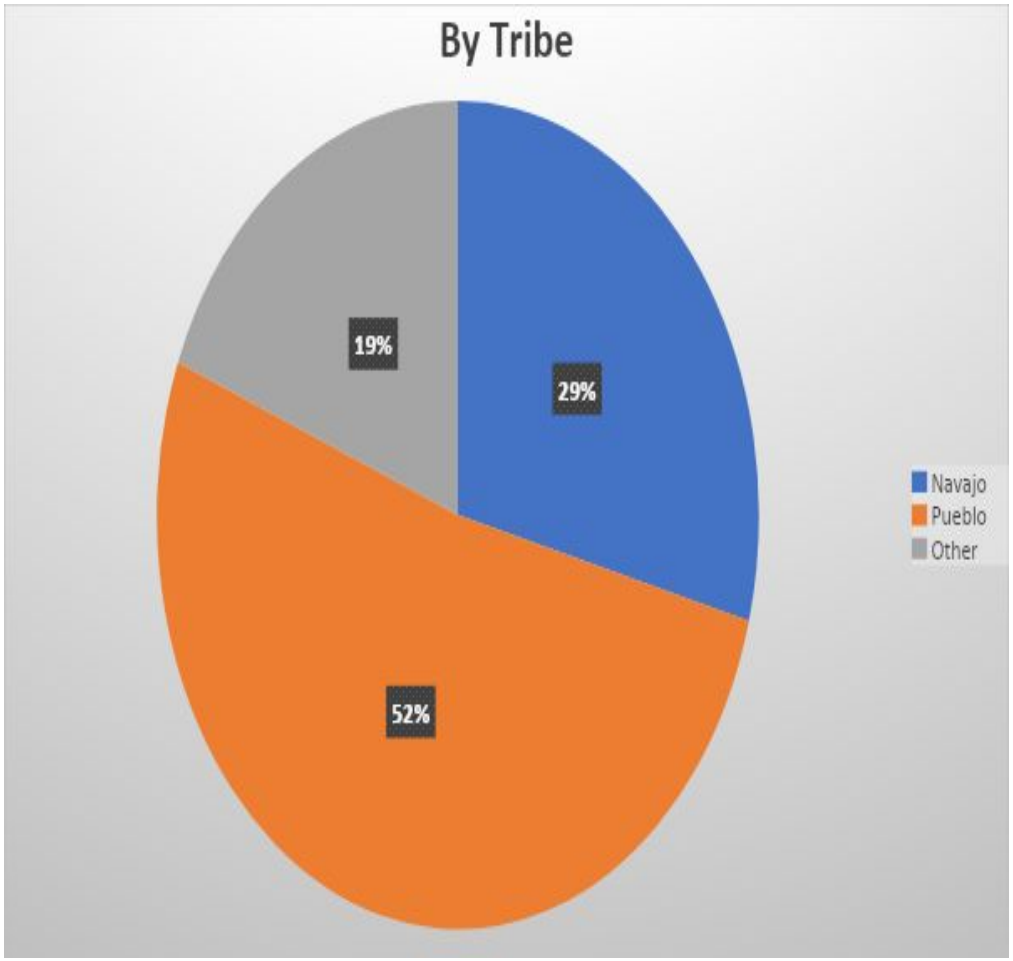
The **Santa Fe Indigenous Center** is designed by and for Indigenous Peoples with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people.



Santa Fe
Indigenous Center

Santa Fe
Indigenous Center





Santa Fe Indigenous Center

2020 Food & Care Bundle Distribution

By Gender

- 200 Native families received Financial Assistance
- $85,000+ distributed for rent, utilities, travel costs and vehicle repairs.

By Tribe

- 24 Bi-monthly distribution in one year
- 2800+ Native family members served
- Specialty care bundles for seniors and babies.

Fathers New Mexico

Fathers New Mexico's provides support, resources, and skills to promote healthy and responsible fathering in young families. Fathers New Mexico nurtures connections between the father, the family, and the community to promote self, family, and community health.

La Familia Medical Center

La Familia Medical Center's fosters community well-being in partnership with our patients by providing excellent, accessible, family-centered medical, dental and behavioral health care.

Your Place Your Health
Your Voice

La Familia
MEDICAL CENTER
SANTA FE, NEW MEXICO
MEDICAL · DENTAL · BEHAVIORAL HEALTH

Yazil Rodriguez, Community Care Coordinator

Jasmine Meyer, Community Health Director

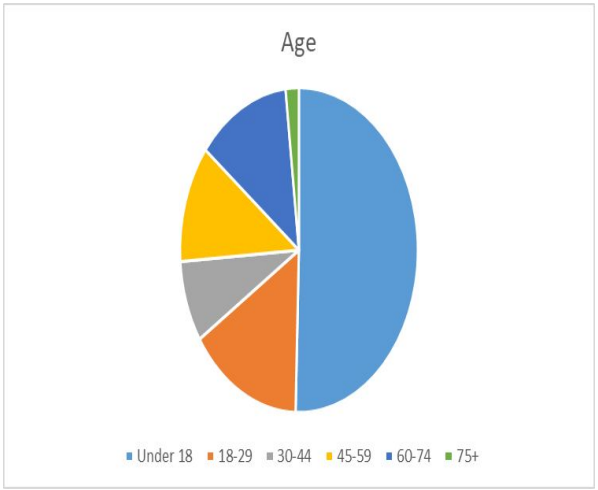
Engagement Format

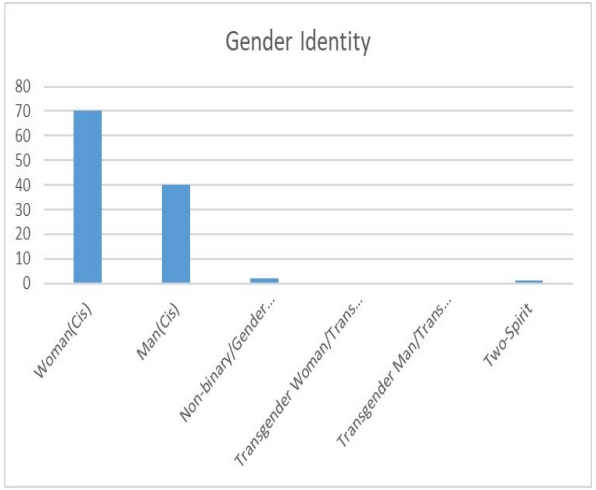
Community Asset Mapping - a strength-based approach to community development.

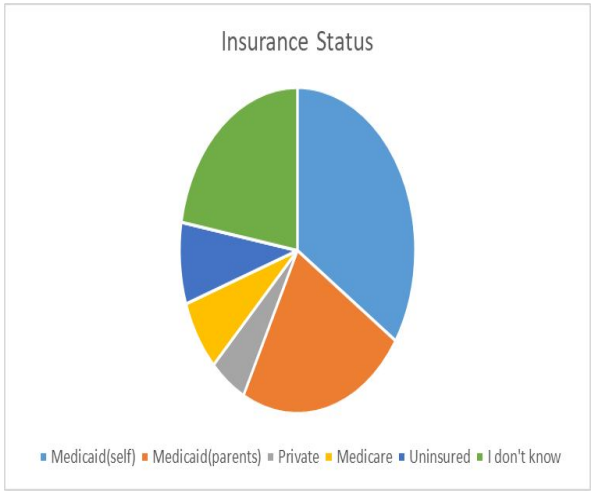
Our goal: To engage underrepresented community members in voicing their needs, barriers, facilitators, accessibility, & creative vision for health equity in Santa Fe, in Midtown District, & at La Familia Medical Center (LFMC).

Main question asked: "What would you like to see in the Midtown District that would better your overall health?"

LFMC_engaged 138 Participants





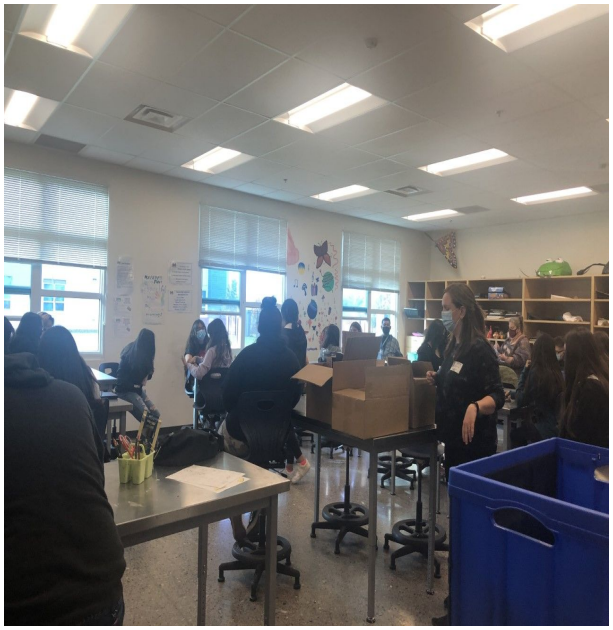


Race/Ethnicity							
Race:	Native American/ Alaska Native	Asian/ Asian American	Black/African American	Middle Eastern/North African	Native Hawaiian/Other Pacific Islander	White	Unspecified
Hispanic	3	0	3	1	0	3	82
Non-Hispanic	2	0	6	1	1	13	0


Farmers Market
Shelter
Recreation Center
Event Center
Walking Trails
Counseling/Therapy
Women's Resource Center/Sanctuary
Quality Education
Donation Center
Food Distribution Center
Parks
Dog Park
Safe Space
Laboratory
Teen Health Clinic
Animal Shelter
Museum
Community Garden
Rehabilitaion Center
Food Distribution Center
Venues for Small Businesses
Affordable/Free
Child Care
Reliable & Functional Transportation
Hygiene Stations
Resource Center
shopping center
Housing
Access to Nutritous Food
Health Care Center
Study Space
Access to WIFI & Computers
Senior Center
Youth/Teen Center
Library
Jobs
Entertainment
Black Box Theater
Dental Clinic
Library

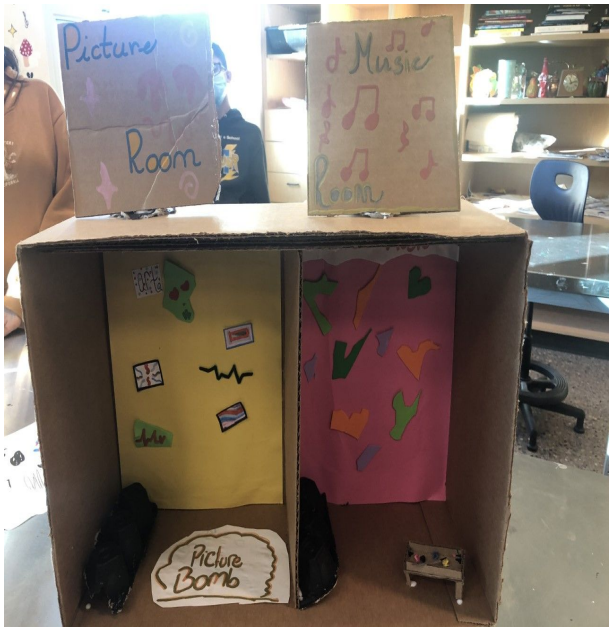
Friends of the Santa Fe Public Library

The Friends of the Santa Fe Public Library advocates for and supports the public library by providing funding for programming, services, and materials that enrich our diverse community (working with the SF Community Educators Network)









"There is a very important need for a central archive and hub of Santa Fe's history. There are others who represent aspects of the community and history, but none that represent the community as a whole such that the archive is truly representative of the people of this place."-Survey Participant

Santa Fe Public Library
Community Services Department, City of Santa Fe, New Mexico

MIDTOWN
MOVING FORWARD

FRIENDS
of the Santa Fe
Public Library

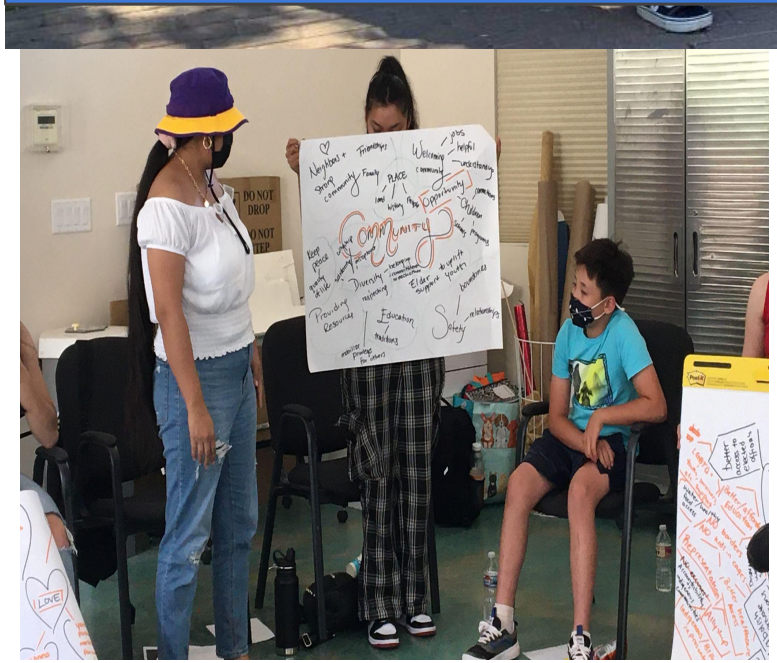




Earth Care

Earth Care is a community-based organization led by youth & families organizing to build a healthy, just, and sustainable world (youth, Indigenous & communities of color, low-income)

ENGAGING THE VOICES OF YOUTH & FAMILIES





EARTH CARE

Youth AT THE Center

Youth United for Climate Crisis Action
YUCCA
a project of EARTH CARE

PODER FAMILIAR

SANTA FE MUTUAL AID
SANTA FE MUTUALISTA

EARTHCARE

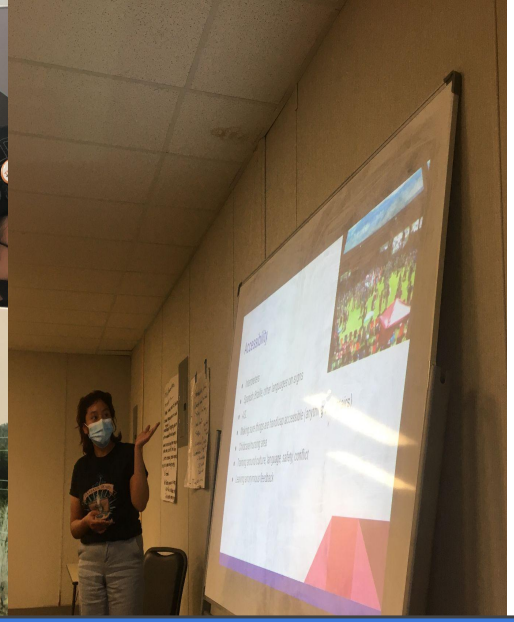
Youth at the Center

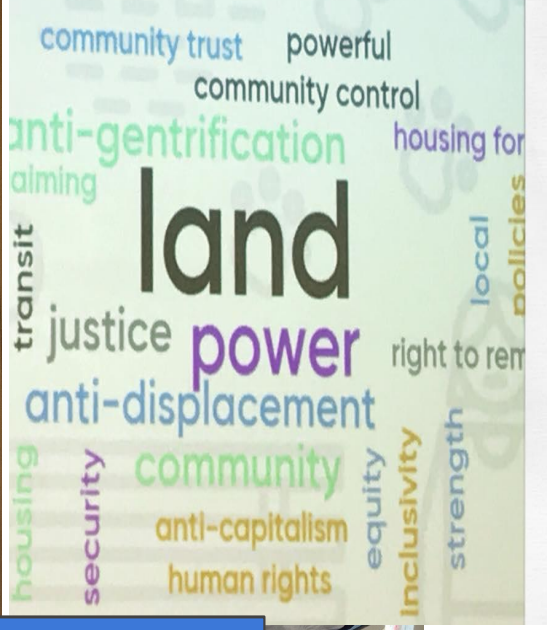
YUCCA
Youth United for Climate Crisis Action
a project of EARTH CARE

PODER FAMILIAR

SANTA FE MUTUAL AID
SANTA FE MUTUALISTA







WORKSHOPS IN CLASSROOMS - 1,832 students
In PARTNERSHIP WITH SANTA FE PUBLIC SCHOOLS





EARTH CARE

Youth AT THE Center

Youth United for Climate Crisis Action

YUCCA

a project of EARTH CARE

PODER FAMILIAR

SANTA FE MUTUAL AID

SANTA FE MUTUALISTA











OUTREACH LED BY YOUTH & FAMILY LEADERS FROM THE COMMUNITIES WHOSE INPUT WE SEEK

EARTH CARE

Youth AT THE Center

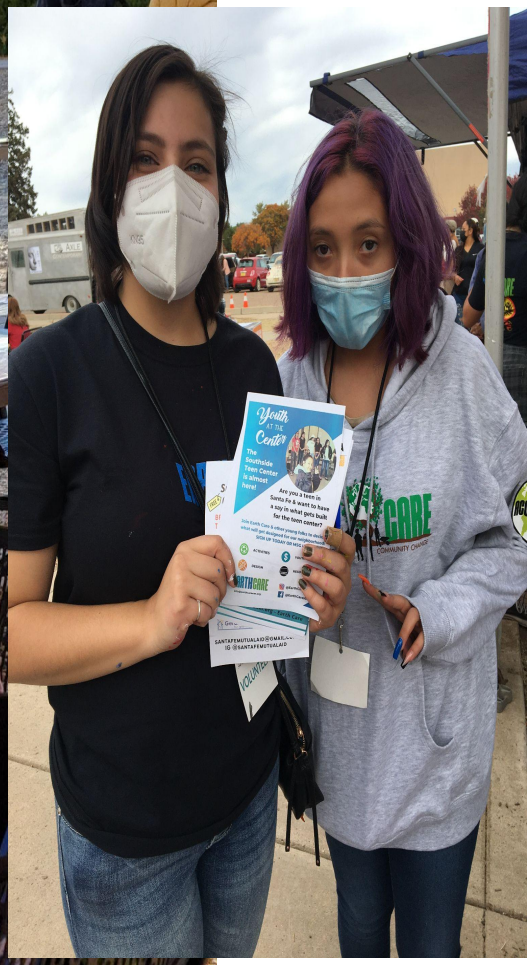
Youth United for Climate Crisis Action
YUCCA
a project of EARTH CARE

PODER FAMILIAR

SANTA FE MUTUAL AID
SANTA FE MUTUALISTA







OPPORTUNITIES FOR ONGOING ENGAGEMENT AND LEADERSHIP IN THE SITES' DEVELOPMENT

YouthWorks Santa Fe

YouthWorks' mission is to address the need in Northern New Mexico for programs for Opportunity Youth ages 14-24. YouthWorks delivers services that feature alternative education and job training programs and placement, and wraps all programs with life skills training, job coaching, counseling services, and intensive case management.


¡YouthWorks!

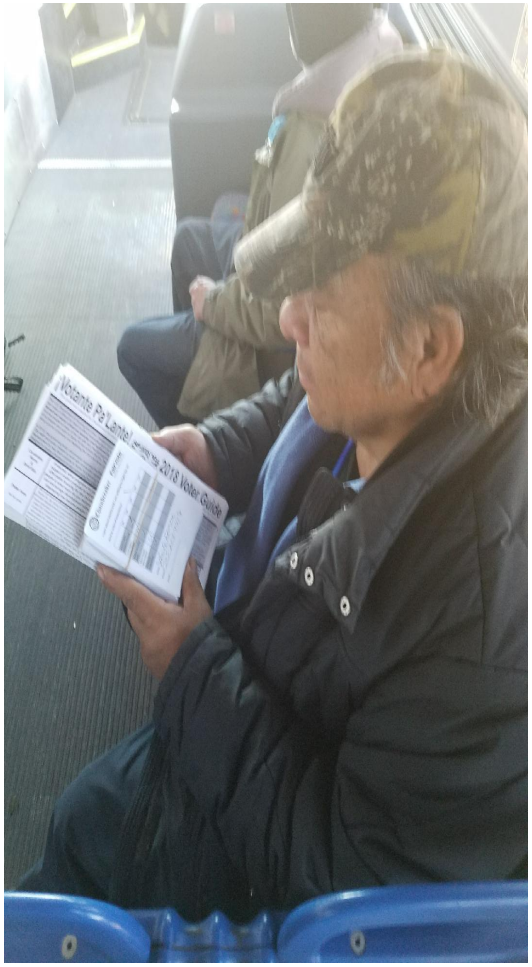




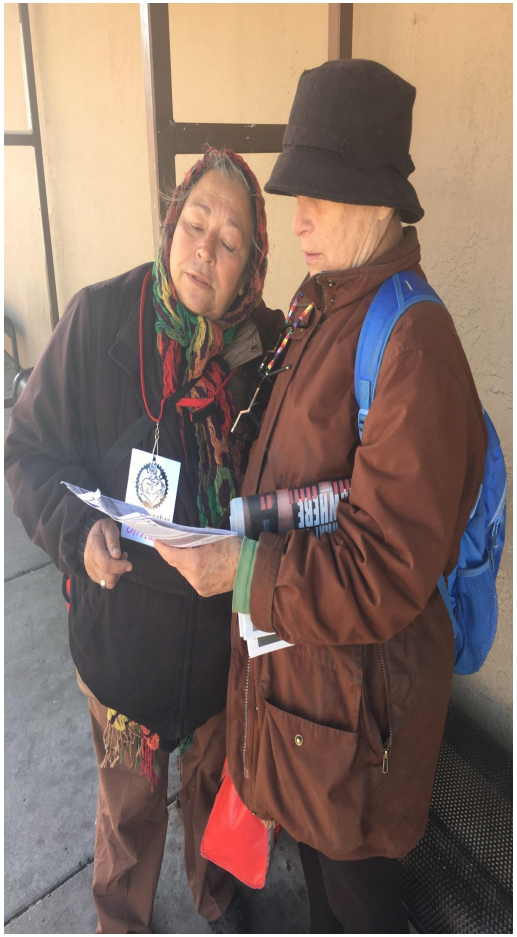
Chainbreaker Collective

Chainbreaker is a membership-based economic and environmental justice organization located in and led by residents of Hopewell Mann (largely low-income and Hispanic renters)


Chainbreaker
Siempre Adelante


Votante Pe Lante! Primarias 2018 Voter Guide


804
955-2001
NO STANDEES
IN RAISED AREA
NO PARARSE
EN LA AREA ELEVADA




I BELIEV
HOMES


I BELIEVE IN
HOMES FOR ALL
TODOS TENEMOS EL DERECHO A LA VIVIENDA
我支持"全民安居"运动


HOMES FOR
I BELIEVE IN
HOMES FOR ALL


HOMES FOR ALL
RECLAIM. REMAIN. REBUILD OUR CITIES!
WWW.HOMESFORALL.ORG
Chainbreaker
I BELIEVE IN
HOMES FOR ALL


HOMES FOR ALL


RIDE A BIKE
1,700 BIKES
HOMES FOR ALL
RECLAIM. REMAIN. REBUILD OUR CITIES!
CAN'T AFFORD
CAN'T WAIT
Rise of the Renter Nation
WWW.HOMESFORALL.ORG


VACCINE
SITE
~
SITIO DE
VACUNAS
NEW MEXICO DEPARTMENT OF HEALTH
togethernm.org

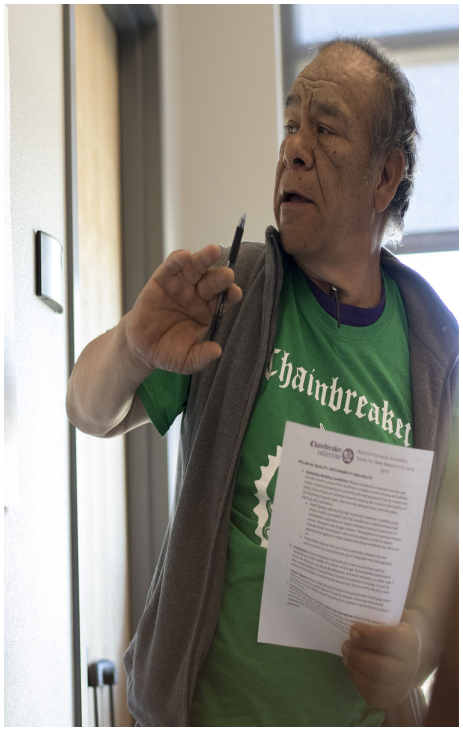


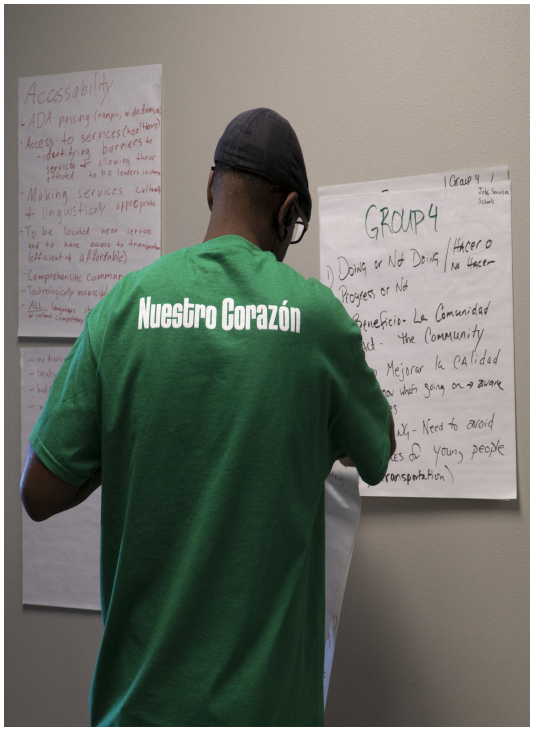

Power to the Plebe




SOUTHSIDE
BRANCH
LIBRARY


Chainbreaker


Chainbreaker


Accessability
GROUP 4
Nuestro Corazón


BENILDUS HALL


HEC
HIGHER EDUCATION CENTER
Dodgers
SHIFT POWER CHANGE LIVES
www.saje.net
SHIFT POWER CHANGE LIVES
www.saje.net



EQUITABLE DEVELOPMENT AND RISK OF DISPLACEMENT:

Profiles of Four Santa Fe Neighborhoods



HUMAN IMPACT PARTNERS

August 2015
humanimpact.org







HEALTH, HEALING AND HOUSING IN SANTA FE

A research brief on community land trusts, Midtown, and a vision for post-pandemic development

HumanImpact.org/CommunityLandSantaFe

Chainbreaker

HUMAN IMPACT PARTNERS

NEW MEXICO HEALTH EQUITY PARTNERSHIP

SEPTEMBER 2020







EVICTIONS IN THE COVID-19 ERA:

A threat to family and community health in Santa Fe

December 2020

HUMAN IMPACT PARTNERS

Chainbreaker

Humanimpact.org/SantaFeEviction







APRIL 2021 - Part II

EVICTIONS IN THE COVID-19 ERA:

Successes and limitations of moratoria to keep people housed and healthy in Santa Fe

HumanImpact.org/SantaFeEviction

HUMAN IMPACT PARTNERS

Chainbreaker

Beyond Recovery

Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe

PolicyLink

Chainbreaker

August 2021



Santa Fe Art Institute
SFAI

Santa Fe Art Institute is located on-site; they support and amplify dynamic artistic practices that engage complex social issues, inspire individual transformation, and inform collective action (community arts)




CASA ALEGRE
LA CANADA
YOUNG PARK
MIDTOWN LINC
HOPEWELL
SFHS
CANDLELIGHT
LA CIENEGUITA
BELLEMAH
MIDTOWN
Casa Alegre
Bellemah

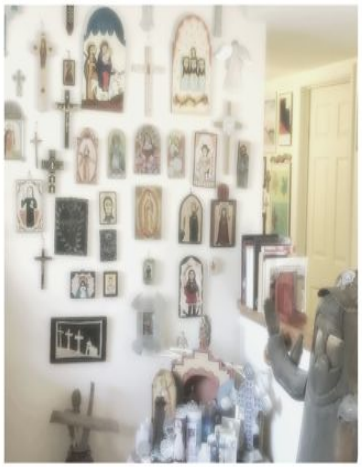
Stories

We received a grant from the National Endowment for the Arts to build a "cartography of creativity" that shows our community's cultural values and assets through Stories - in particular stories of the neighborhoods adjacent to the Midtown Site. Please click on the link below to add your voice!

Culture Connects Midtown Santa Fe

English Español

Midtown Stories



September 24, 2020

Inez Russell

Inside the house, our family has made a sanctuary, collecting the santos and Native drums of our heritage



August 25, 2020

Gayla Bechtol

Safety, Variety, Shared and Private. Perhaps these are my most important story backgrounds.



August 11, 2020

Geoffrey Gorman

Every day I look out on this ant hill. They get up and start working about an hour after dawn

UNSETTLED SERIES

RE-CENTERING SANTA FE / SOCIAL STRUCTURES

December 18 - February 19

2021




ABOUT

TILT PODCAST / EPISODE 5

UNSETTLED SERIES

December 7 - March 11

2021



At the Heart of Oga Po'geh

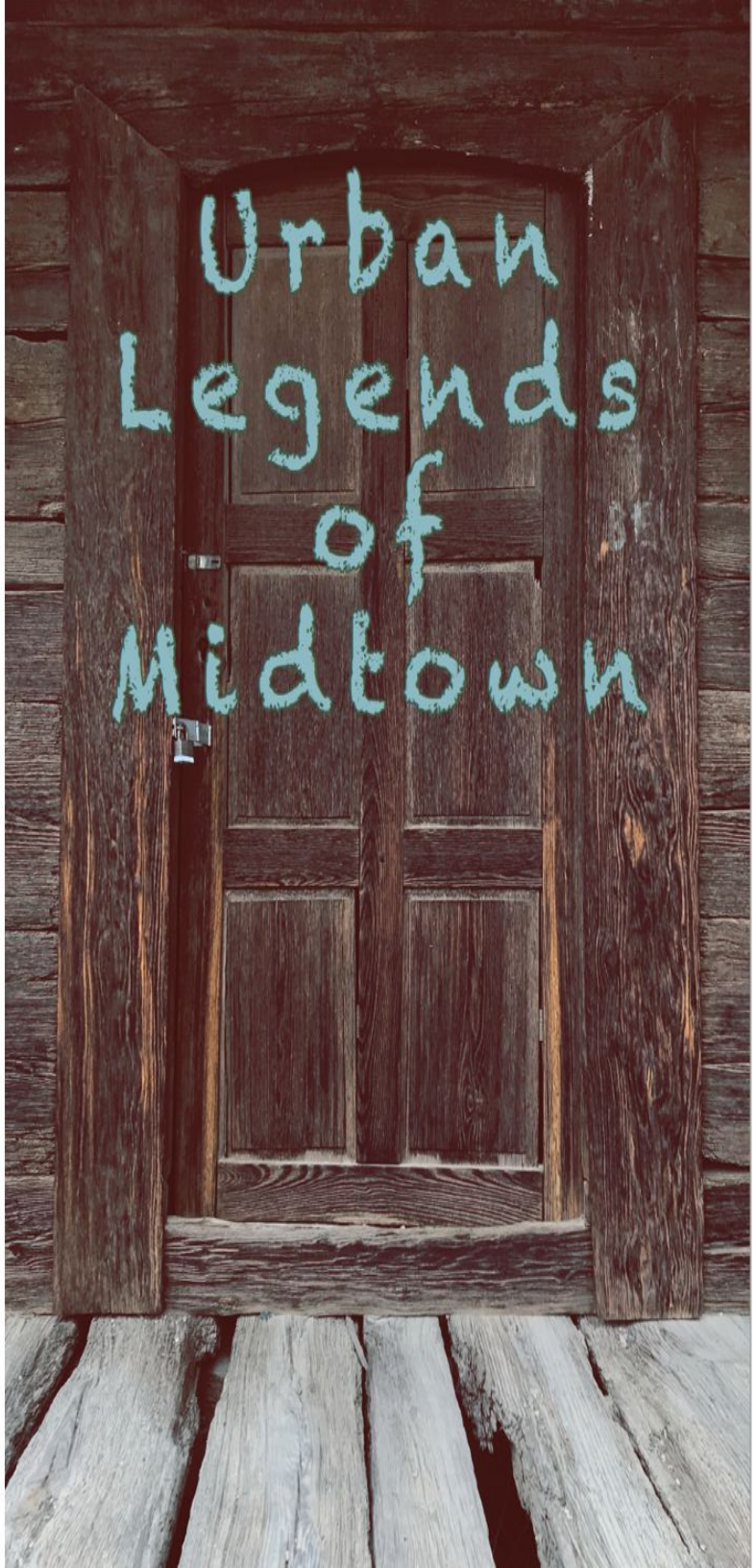
January 2021




HOME






Urban
Legends
of
Midtown


Welcome
Urban Legends of Midtown
Leyendas Urbanas de Midtown



Follow QR codes through out to see other stories about Midtown.

Listen to Brother Mouton - a man who helped build Santa Fe's beloved campus.

Map of the Midtown Site

Littleglobe

Littleglobe is committed to interdisciplinary, collaborative art projects and believes our communities thrive when everyone is seen and heard (community arts)



littleglobe



MIDTOWN

MOVING FORWARD

BLOCK PARTY!

ROUND ROBIN FILM WORKSHOPS

Bringing community voices to the development of Midtown

YOUTH FILM WORKSHOP: 10:15-12:30

ADULT FILM WORKSHOP: 2-4PM

OCT 23

10AM–5PM

MIDTOWN
EN MARCHA

BLOCK PARTY!

UNA FIESTA DE COMUNIDAD

23 DE OCTUBRE

10AM - 5PM

VISUAL ARTS CENTER
1600 ST. MICHAEL'S DRIVE

PRESENTACIONES DE PELÍCULAS
COMIDA Y MÚSICA
BÚSQUEDA DE TESOROS
JUEGOS Y SORTEOS
TALLERES

EVENTO AL AIRE LIBRE

ACTIVIDADES PARA TODA LA FAMILIA

VACUNACIÓN CONTRA COVID REQUERIDA PARA ADULTOS

ENTRADA GRATIS

MÁS INFORMACIÓN
SFAI.ORG/MIDTOWN-BLOCK-PARTY

ESTE EVENTO ESTÁ FINANCIADO POR ENDOWNMENT FOR THE ARTS Y CITY OF SANTA FE
EN COLABORACIÓN CON

NATIONAL ENDOWMENT for the ARTS arts.gov

SFAI · Chainbreaker · EARTHCARE · littleglobe · NM DESIGN & PLANNING ASSISTANCE CENTER · ¡YouthWorks!

MIDTOWN
MOVING FORWARD

BLOCK PARTY!

OCT 23

10AM - 5PM

VISUAL ARTS CENTER
1600 ST. MICHAEL'S DRIVE

GAMES & GIVEAWAYS
FILM SCREENINGS
SCAVENGER HUNT
FOOD & MUSIC
WORKSHOPS

OUTDOOR ACTIVIITES

ADULT VACCINATION REQUIRED

FAMILY FRIENDLY • ALL ARE WELCOME

NO ENTRY FEE



MIDTOWN

Santa Fe Indigenous Center

EARTH CARE
YOUTH LEADERSHIP FOR COMMUNITY CHANGE

¡YouthWorks!

SFAi

La Familia
MEDICAL CENTER
SANTA FE, NEW MEXICO
MEDICAL • DENTAL • BEHAVIORAL HEALTH

FATHERS New Mexico

DESIGN & PLANNING ASSISTANCE CENTER

FRIENDS of the Santa Fe Public Library

littleglobe
art • community • social change

La Villa Real de la Santa Fé de San Francisco de Asís
1610 1821 1846

Reach of Engagement

Using a wide range of methods, at the end of the engagement process we expect to have engaged:

- **Over 1,500** People through Surveys
- **Over 10,000** People at Events
- **Over 50,000** People via Email, Phone, or Social Media

While not all of these are unique responses, we are excited about multiple points of engagement through this process


VISUAL ARTS CENTER
MARION CENTER FOR PHOTOGRAPHIC ARTS
THAW ART HISTORY CENTER
TISHMAN HALL
TIPTON HALL
YOU MUST BE VACCINATED TO ATTEND




AQUAFINA





Midtown Block Party

October 23rd, 2021

1000 attendees

204 pumpkins given out

52 volunteers

31 community filmmakers

100+ scavenger hunters

37 mural painters

720 meals served

435+ surveys collected

80 screens printed

50 prizes & **10** bikes given away

Diverse Block Party Survey Participation

435 Completed Surveys Collected—38 fully in Spanish

31% Hispanic (54% City); 46% Non-Hispanic White (41% City)

50% aged 35-64; 21% under 35; 27% 65+

30% renters; 26% living in other than SFR

52% have lived in Santa Fe for over 20 years

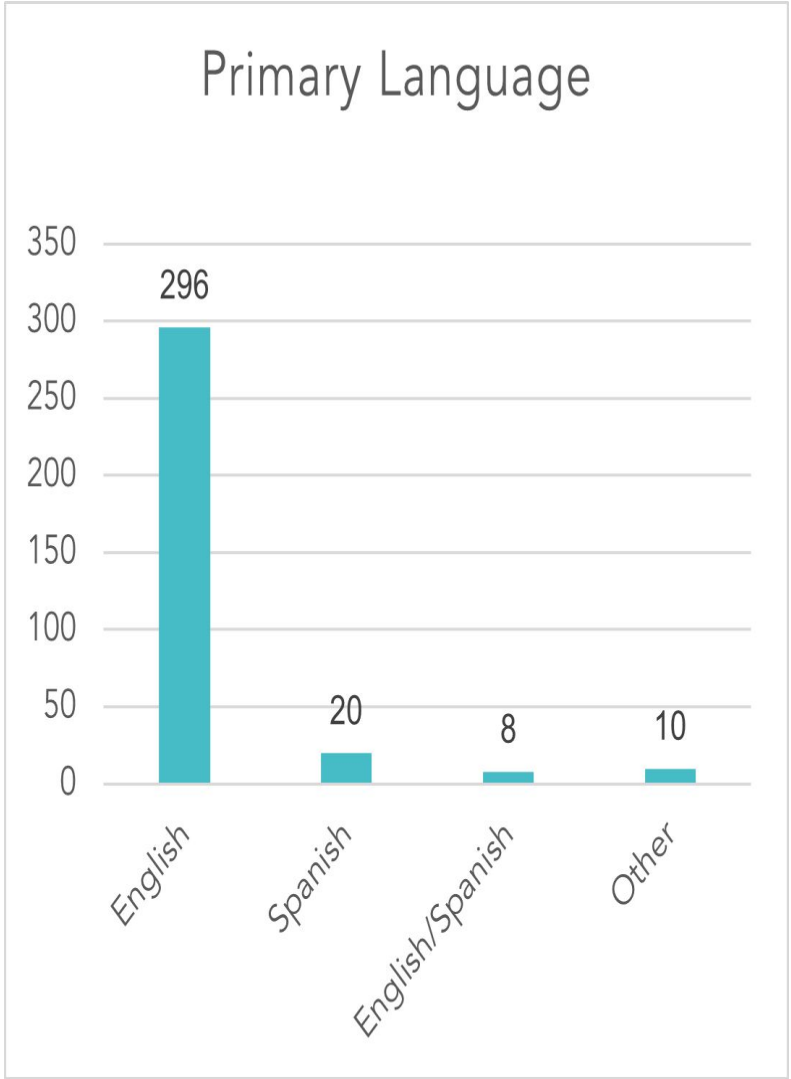
Roughly equal distribution/representation across income levels (38% below SF AMI); and neighborhoods

Midtown Block Party Survey Participation

Survey Participation

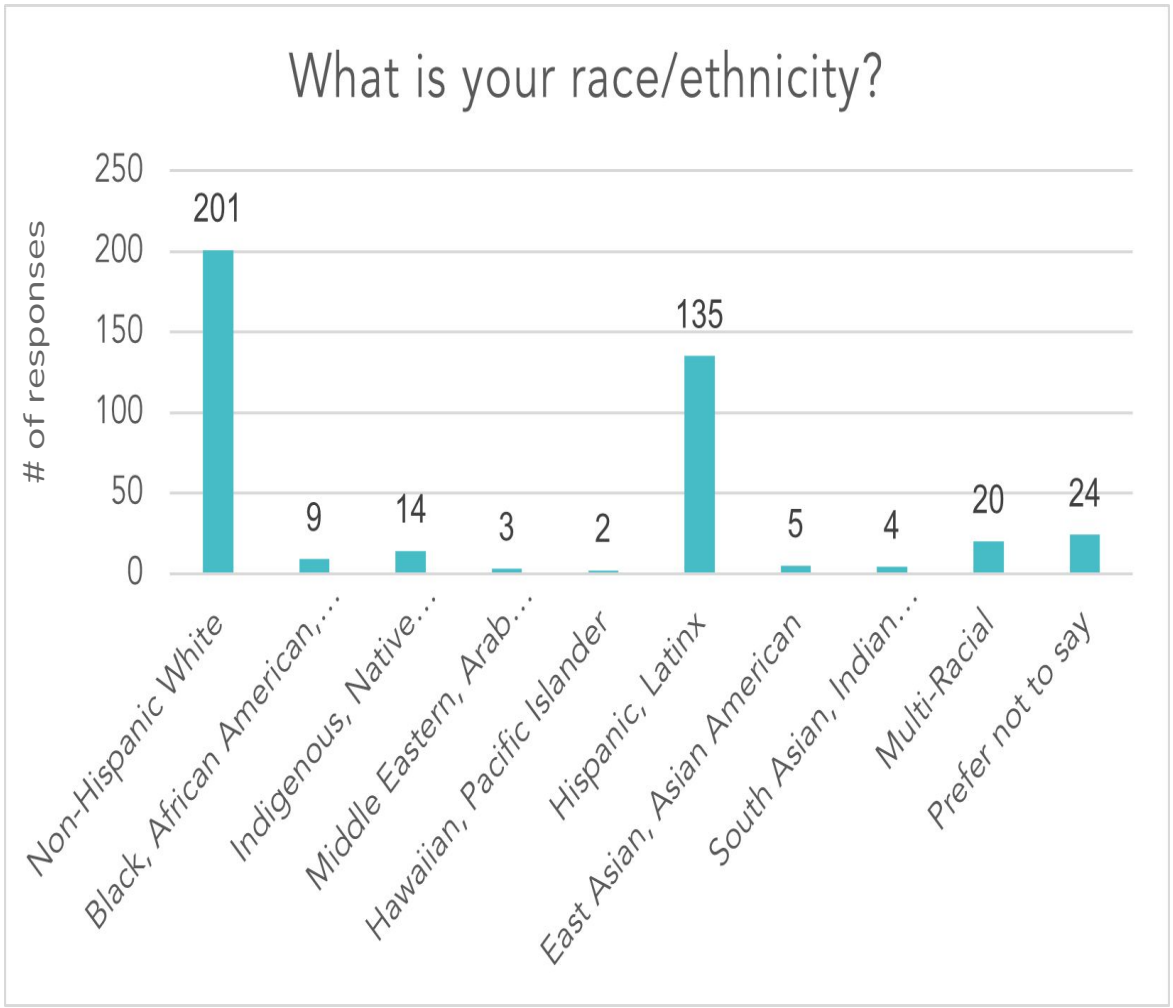
397 surveys in English

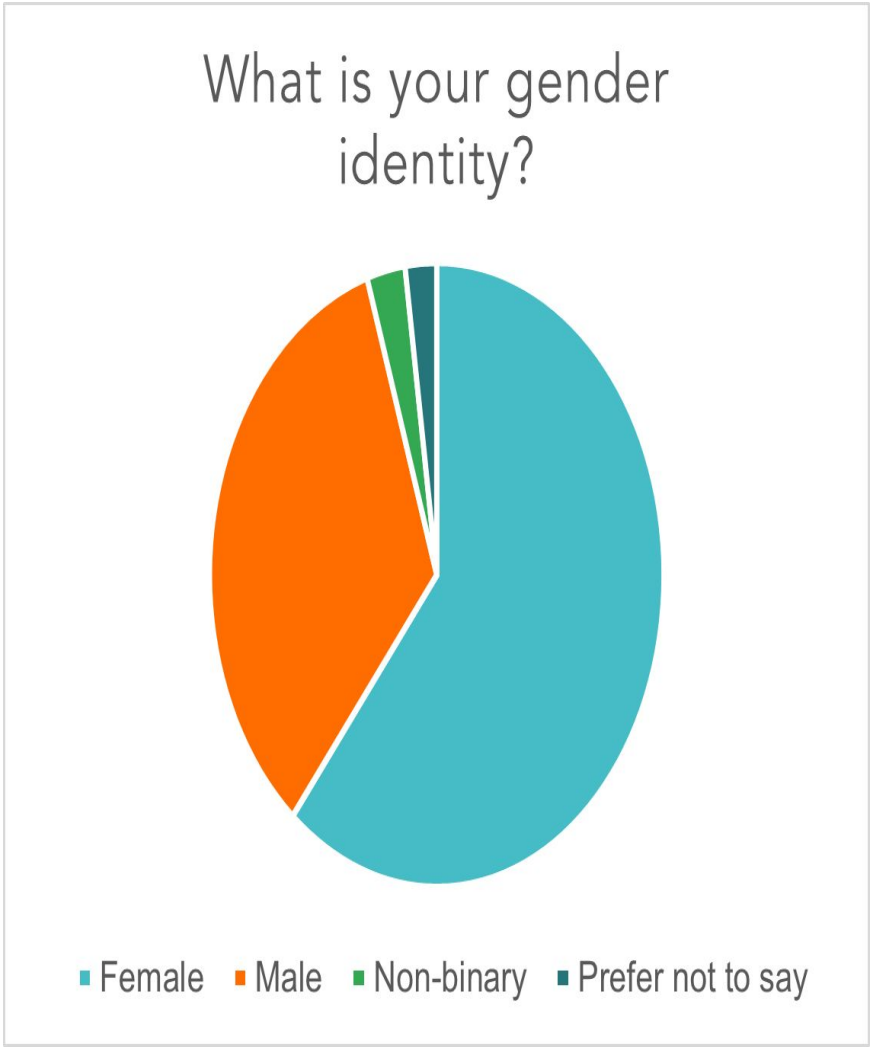
38 surveys in Spanish



Midtown Block Party Survey Participation

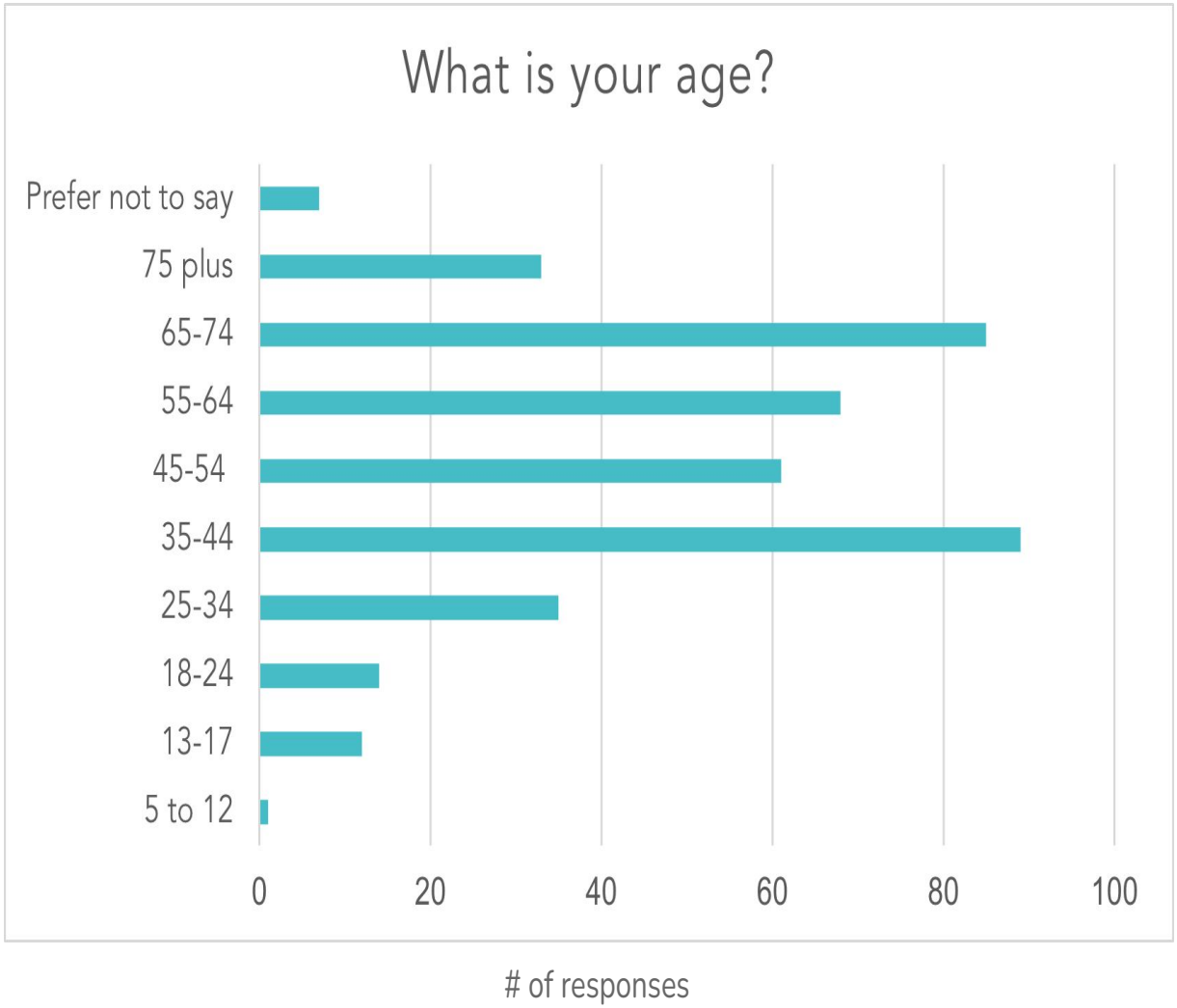
Survey Participation

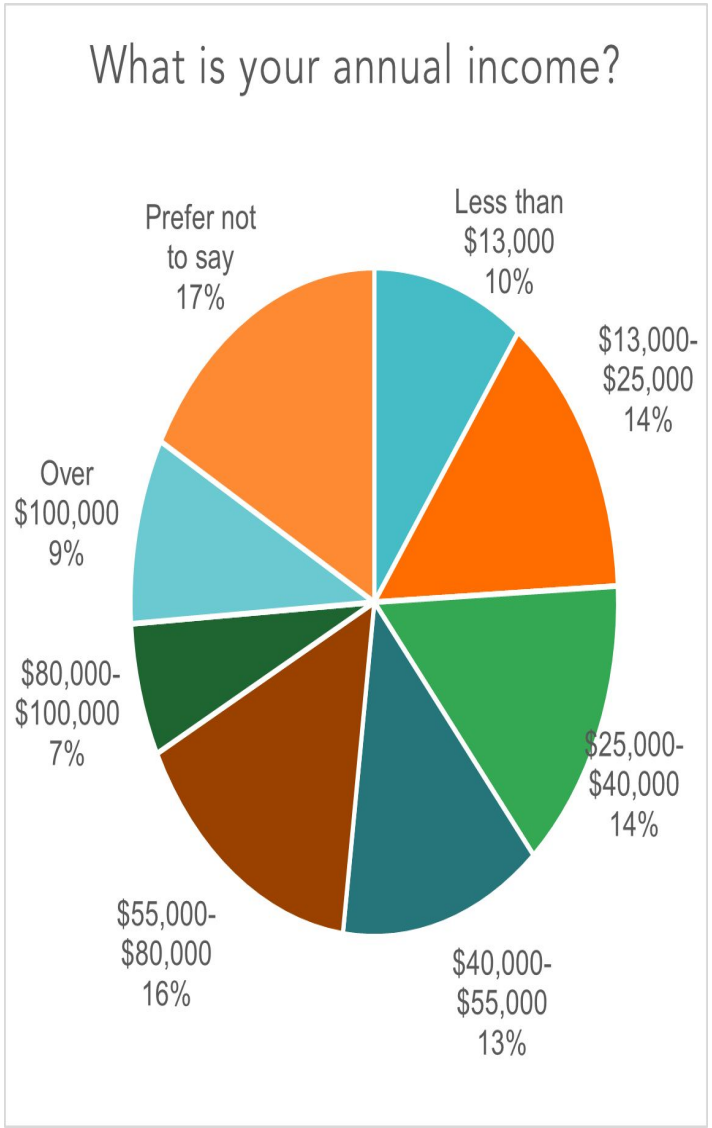




Midtown Block Party Survey Participation

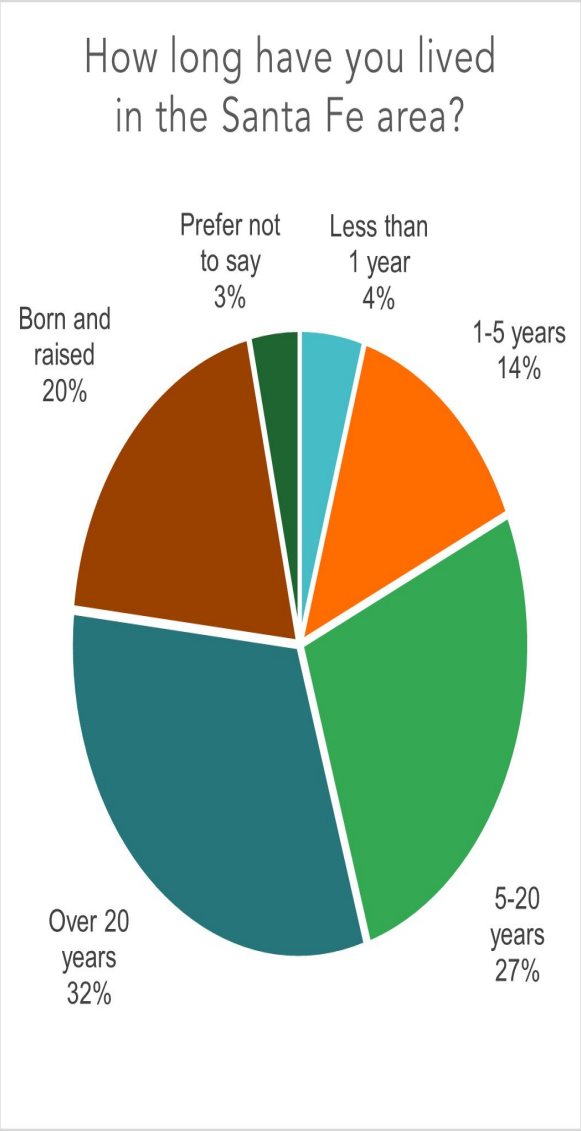
Survey Participation

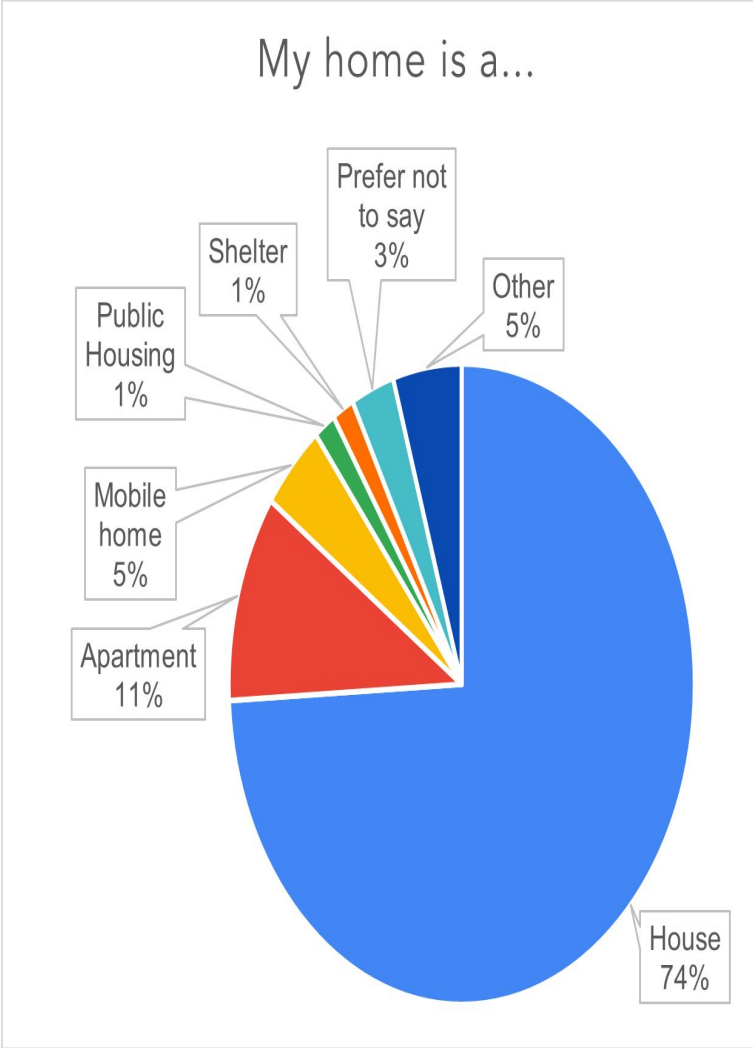


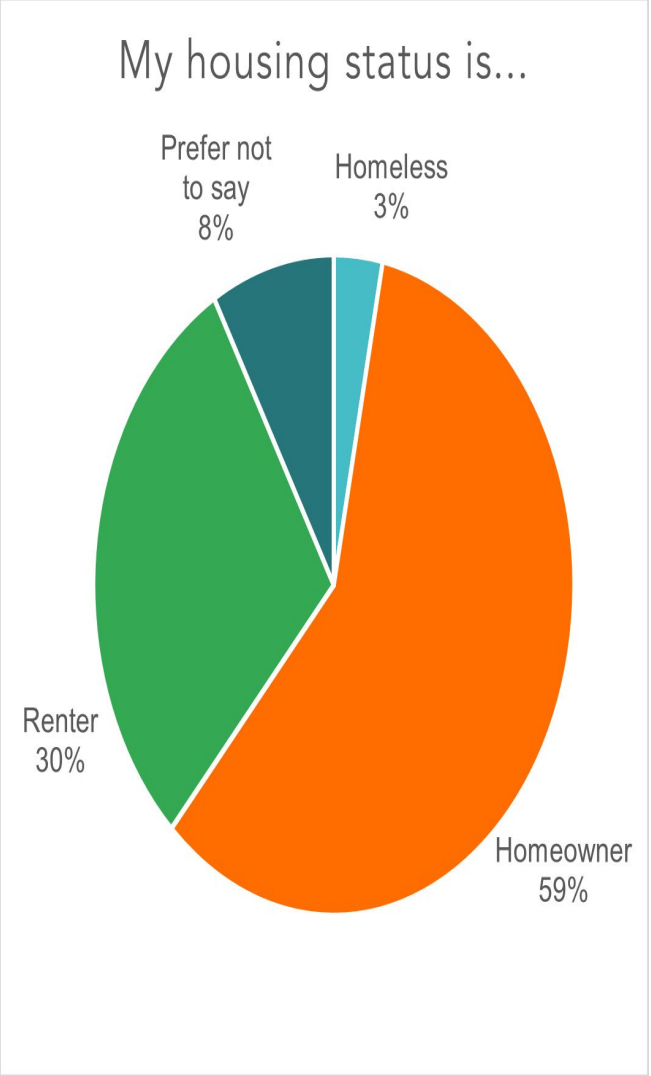


Midtown Block Party Survey Participation

Survey Participation

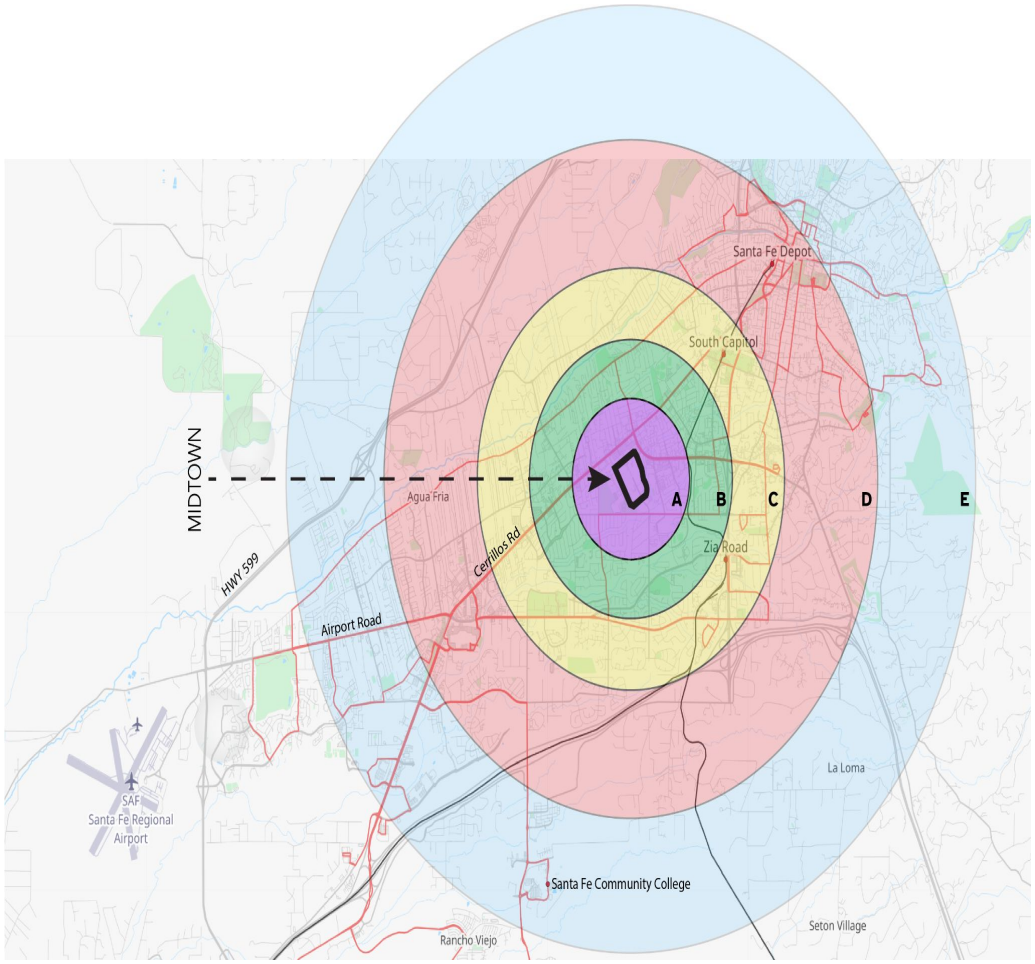


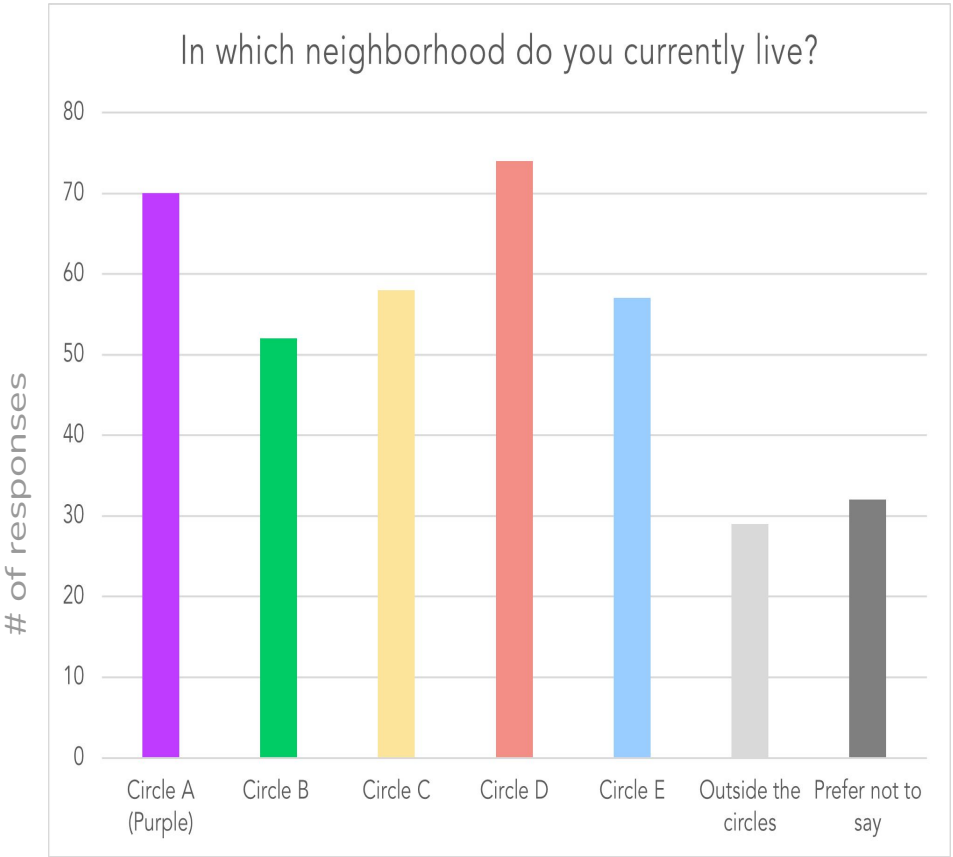




Midtown Block Party

Survey Participation





What we've heard
People want to find at Midtown

Deeply affordable housing

Presence and acknowledgement of Indigenous peoples (e.g., powwow grounds, Native programming)

Safe space(s)

Space(s) for community to gather

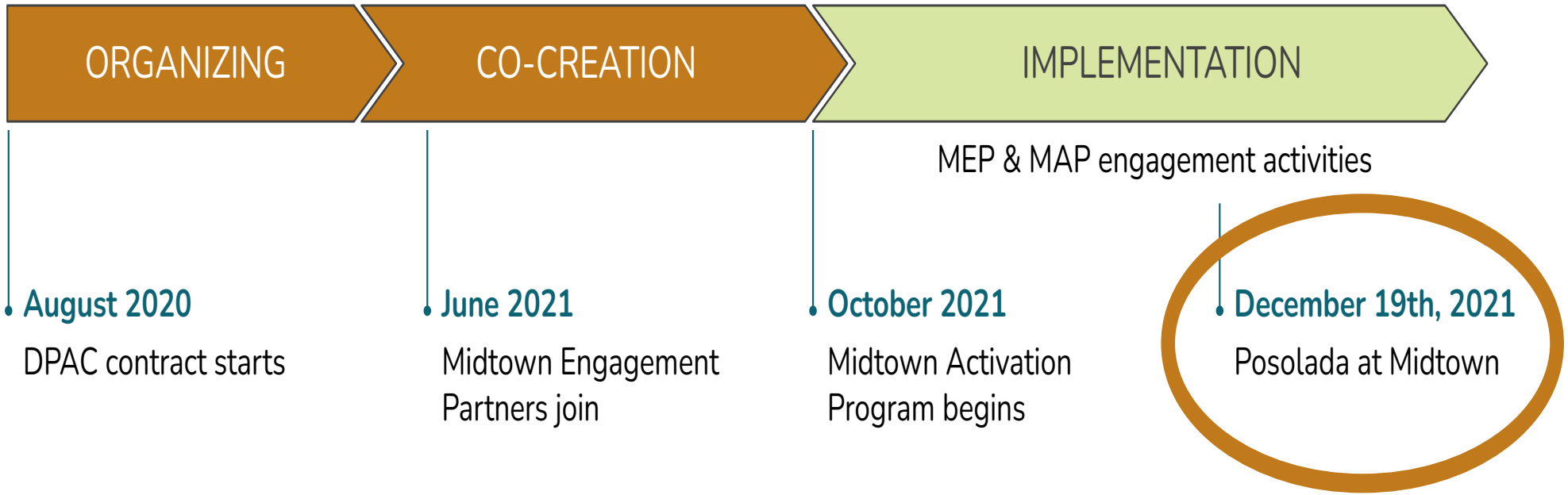
Reliable and consistent language access

Neighborhood Stabilization / freedom from displacement

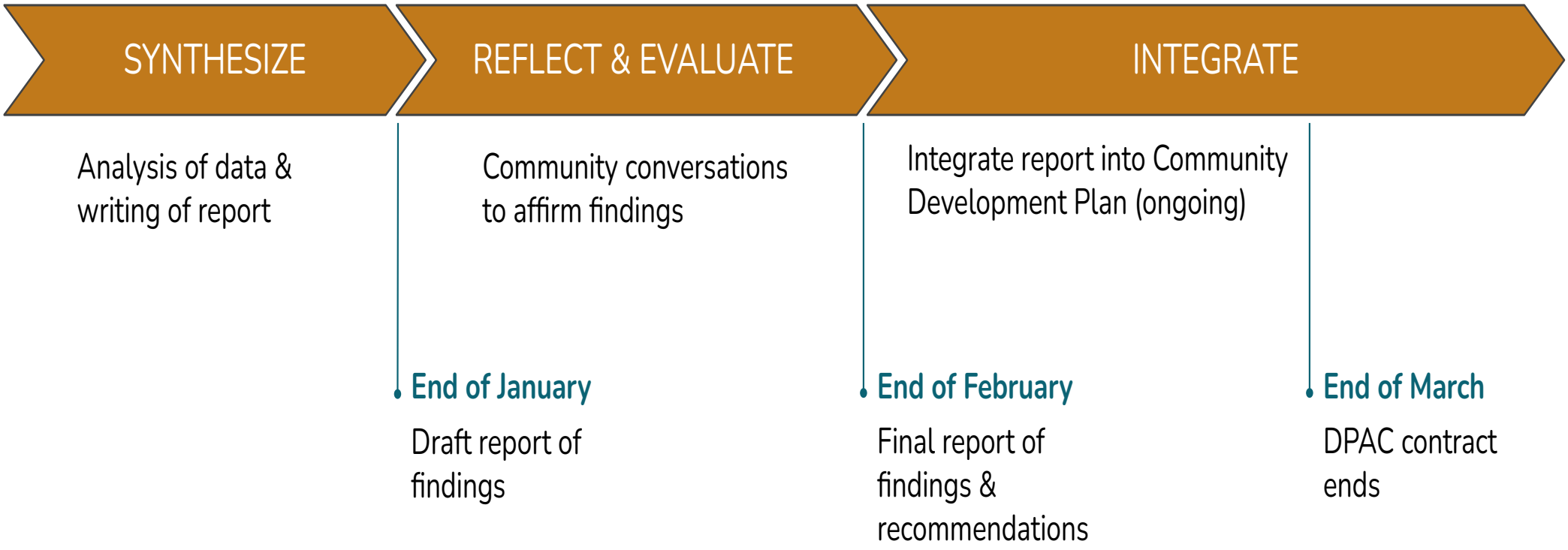
Programs for and by youth

Desire/need for a Community Archive for community stories, cultural artifacts, traditions, etc.

We are stronger and more effective together than the sum of separate efforts



Midtown Public Engagement Timeline_to date


SYNTHESIZE
REFLECT & EVALUATE
INTEGRATE
Analysis of data & writing of report
Community conversations to affirm findings
Integrate report into Community Development Plan (ongoing)
End of January
Draft report of findings
End of February
Final report of findings & recommendations
End of March
DPAC contract ends

Community driven
UNM DPAC facilitated
City of SF sponsored

Stay tuned and sign up for the newsletter!

https://www.cultureconnects.site

https://midtowndistrictsantafe.com

City of Santa Fe, New Mexico
Memorandum

DATE: December 8, 2021

TO: Alan Webber, Mayor and Governing Body

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: Manuel Sanchez, Business Operations Manager MS

ACTION:
Request for the Approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current not to exceed amount of $4,460,466.74 for fiscal year FY21/22 for security services at City facilities. (Manuel Sanchez, Business Operations Manager, mnsanchez@santafenm.gov; 505-955-6568)

There is sufficient budget remaining on the existing contract and an increase in overall contract compensation will not be needed the contract will remain at a not to exceed amount of $4,460,466.74 including NMGRT for Security Services throughout City Facilities.

BACKGROUND AND SUMMARY:
Allied Security provides security services for a variety of City facilities. These facilities currently include the Genoveva Chavez Community Center, La Farge Library, Main Library, South-side Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Pete's Place Shelter, Santa Fe Regional Airport, the Railyard, the Plaza, Santa Fe Trails and a mobile unit that patrols City Parking Facilities.

Over the last three years Allied has demonstrated both the capacity to meet the City's needs and a high quality of service making them an ideal security partner for the City. The Allied Account Manager works closely with City Staff at each site to tailor services to meet the specific demands of each location throughout the City. This level of coordination coupled with time on the ground over a three year period has allowed Allied to develop a high level of knowledge and expertise regarding City properties and their specific security needs.

Amendment #14 to this contract increases the hourly rate the company charges for each Security guard on duty. Allied has notified the City of their inability to provide consistent and professional security services without an increase in the rates paid to guards.

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 23.77	$ 35.65

Level 2 Security Officer	$	25.51	$	38.27
Level 3 Security Officer	$	29.25	$	43.88
Account Manager	$	29.497	$	44.21

The estimated percentage of increase in overall cost to the city would be 10% for the remaining of the FY. The current not to exceed amount of ($4,677,483.61), including applicable gross receipts taxes are expected to cover costs for the remainder of the fiscal year. If additional funds are required, another amendment would be brought to GB.

This contract expires in June 2022 and an RFP is being developed so that a new contract can be established before that date.

Below is a summary of all of the amendments made to this contract.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes
2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes
3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes.

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.

2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.

Amendment #11:

1. Added security services at the Santa Fe Plaza, seven days per week / twenty four hours per day.

Amendment #12:

2. Allowed for the Public Works Property Maintenance Manager to be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City.
3. Added $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need.

Amendment #13:

1. Increases compensation to Allied by $1,570,498.68 including NMGRT to cover the anticipated security costs for the 2021-2022 Fiscal Year.

Proposed Amendment #14:

1. Increases the hourly rates for on duty guard security services to meet current market demands for qualified employees so that Allied can provide consistent services to the City. No increase to the not to exceed amount for the 2021-2022 Fiscal Year.

PROCUREMENT METHOD:
The procurement method is RFB 18/35/P, which was issued and awarded in 2018.

CONTRACT NUMBER:
The Munis Contract number is 3201972

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Signature: Manuel Sanchez
Manuel Sanchez (Dec 21, 2021 15:40 MST)

Email: mnsanchez@santafenm.gov

Signature:
Kyra Ochoa (Jan 4, 2022 09:43 MST)

Email: krochoa@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201972**

Contractor: **Universal Protection Service, LP/DBA Allied Universal Security Service**

Description: **Request for approval of Amendment #14 to Service Contract with Universal Protection Services, LP dba Allied Universal Security to adjust the hourly rate charged for each Security Guard Level 1, 2, and 3 on duty with no change to the current.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **When signed** Term End Date: _____

☐ Approved by Council Date: **June 11, 2018**

Contract / Lease: Amendment #14

Amendment # **14** to the Original Contract / Lease # **18-0552**

Increase/(Decrease) Amount $ **0.00**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: _____

Amendment is for: Increase the security guard hourly rate

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

3. **Procurement History: Third year up to a 4-year**

Fran Dramay (Dec 16, 2021 10:06 MST) Dec 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 14- Increase is for FY 22 beginning January 1, 2022 -June 30, 2022. FY 21 closed June 30, 2021. A new RFP will be issued for FY 23.

4. **Funding Source: Various** **Org / Object:**

Andy Hopkins (Dec 14, 2021 19:03 MST) Dec 14, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Manuel Sanchez Phone # **505-955-6568**

Email: **mnsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

Amount $ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019

Reason: Original Contract

Amount $ 33,703.28 amendment # 2 Termination Date: 6/30/3019

Reason: Add hrs and service location

Amount $ 0.00 amendment # 3 Termination Date: 6/30/2019

Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 4 Termination Date: 6/30/2019

Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 5 Termination Date: 6/30/2019

Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 6 Termination Date: 6/30/2019

Reason: Add additional hours at Santa Fe Regional Airport

Amount $ -14,498.56 amendment # 7 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 8 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 88,927.04 amendment # 9 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Amount $ 78,692.40 amendment # 10 Termination Date: 6/30/2022

Reason: Add services at Parks and Shelters

Amount $ 174,854.08 amendment # 11 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: $ $3,046,984.93

Amount $ 60,000.00 amendment # 12 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $3,106,984.93

Amount $ 1,570,498.68 amendment # 13 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $4,460,466.74

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Allied Universal Security

Procurement Title: Contract Amendment #14 with Allied Universal Secuity, Inc.

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 Community Health & Safety Staff Name Manuel Sanchez, Business Ops Mgr

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:

Manuel Sanchez	Business Operations Manager	12/14/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dreaway (Dec 16, 2021 10:06 MST)	Chief Procurement Officer	Dec 16, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

CITY OF SANTA FE
AMENDMENT No. 14 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 14 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to change the rates as described in Exhibit "C" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, four-hundred and sixty-seven-thousand, four-hundred and eighty-three dollars and seventy-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 23.77	$ 35.65
Level 2 Security Officer	$ 25.51	$ 38.27
Level 3 Security Officer	$ 29.25	$ 43.88
Account Manager	$ 29.47	$ 44.21

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. 14 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:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Steve Claton
Steve Claton Dec 13, 2021 9:54 PST
NAME
Region President
TITLE
Date: Dec 13, 2021

CRS #: 03-282745-00-08
Business License: 20-110418

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 13, 2021 08:17 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

The contract between AUS and the City was executed in May, 2018. Contract terms were fixed with the exception of "Compensation" which was to be mutually agreed to each one year renewal period (see 5. Term and Effective Date in contract). On or about May 2019, AUS and the City negotiated a mutually agreeable rate increase to address the increase in the cost of living, and the need to pay a competitive wage to maintain proper and quality staffing. In the spring of both 2020 and 2021, AUS requested similar rate adjustments of 2% (less than the actual increase in the CPI) but in both cases, was rejected by the City. In the meantime, during this time period, the City has mandated two minimum wage increases, we have been told the City may be initiating a $15 minimum wage for City employees, the cost of living has increased substantially, and the pandemic has literally turned the labor market and pool for qualified personnel upside down. The ability to staff personnel absent any requested wage increase over the last two years is unsustainable moving forward.

For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

Item	Hourly Bill Rate	Holiday Rate
Level 1 Security Officer	$23.77	$35.65
Level 2 Security Officer	$25.51	$38.27
Level 3 Security Officer	$29.25	$43.88
Account Manager	$29.47	$44.21

The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

ITEM #21-0272

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Jun 18, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jun 18, 2021 13:25 MDT)

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 18, 2021 09:18 MDT)

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 5/10/21

CRS #: 03-282745-00-08
Business License: 20-110418

11/30/2021

Manuel Sanchez
City of Santa Fe
2651 Siringo Rd, Building E
Santa Fe, NM 87505

Dear Manuel Sanchez:

Thank you for speaking with me the other day and for the follow up email noting our requested bill rate increase has been approved by the City. We sincerely appreciate the City's support, and while we welcome this news and are excited to provide a more competitive wage for our officers, we must establish a date in which the new rates go into effect as we can no longer support the current rate structure. We are sending this letter to ensure we get the new rates and amendment in place no later than Tuesday, February 1st, 2022.

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For these reasons, although we are excited to hear the City has verbally approved our requested rate increase, we must ensure we have formal implementation of the new rates below no later than February 1st, 2022. As a show of our partnership we began paying these new wages effective of November 18th.

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The Santa Fe School District recently approved the same starting wage increases we are requesting. This will allow us to properly staff their locations.

Thank you for your support and our continued partnership. Please acknowledge receipt.

Sincerely,

Nicholas Blanchette
Allied Universal Security Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2021

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

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

PRODUCER
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CN118025105-ALL-STAND-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America	24554
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : N/A	N/A
INSURER F :	

INSURED
Allied Universal Topco, LLC
(See Attached for Additional Named Insureds)
161 Washington Street, Suite 600
Conshohocken, PA 19428

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-20 **REVISION NUMBER:** 9

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			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	10,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$	
	X SIR $1,750,000						PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X 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)	$	
								$	
D	UMBRELLA LIAB X OCCUR			RES943799401	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			EXCESS OF GENERAL LIABILITY			AGGREGATE	$	10,000,000
	DED RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD3001203-05(AOS)	01/01/2021	01/01/2022	X PER STATUTE OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			RWR3001204-05(WI)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER
City of Santa Fe
Attn: Manuel Sanchez
2651 Siringo Rd, Bldg E
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
Marsh USA Inc.

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GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY

Final Audit Report 2021-12-15

Created:	2021-12-14
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA7TJ9mzfC6pLhRG_y_41cwo8RgaVtvbee

"GB COMM HEALTH AND SAFETY AMENDMENT 14 ALLIED UNIVERSAL SECURITY" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-14 - 11:25:07 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-14 - 11:28:54 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-15 - 2:02:48 AM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-15 - 2:03:40 AM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-15 - 2:03:43 AM GMT

Document canceled by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-15 - 4:56:15 PM GMT

ci Santa Fe | POWERED BY Adobe Sign

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

6/5/18

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dir

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 security services for the City of Santa Fe.

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

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

i. Data Accuracy

The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

ii. Accountability

In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
dc mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

7/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ATTACHMENT #3

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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. 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: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

CITY OF SANTA FE:

ALAN WEBBER,

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

STEVE CLATON, PRESIDENT

Date: 4/11/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

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

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

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

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

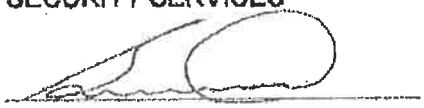
snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES



MAYOR

NAME, TITLE

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52600.510310); GCCC ($86,751.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

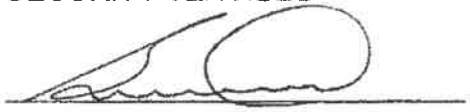
Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES



MAYOR

NAME, TITLE Pres. Director

DATE:_____

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52600.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

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

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

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/8/2019

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

5/9
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. 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, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
EC mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 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:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. 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 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. 8 to the City of

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), 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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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. 10 to the City of

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforeseen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 11:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/21/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Mar 15, 2021

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB MTG 03/10/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 13:58 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 13 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 13 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (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 security services for the City of Santa Fe.

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one million, five-hundred and seventy-thousand, four-hundred and ninety-eight dollars and sixty-eight cents ($1,570,498.68), including applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-million, six-hundred and seven-seven-thousand, four-hundred and eighty-three dollars and sixty-one cents ($4,677,483.61), including applicable gross receipts taxes. Payment

shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.69	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 08:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

Pres. Dan

TITLE

Date: 5/10/24

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe, New Mexico
Memorandum

DATE: December 28, 2021

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: Melissa Perea, Contract Administrator MP

ITEM AND ISSUE:
Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County transferring one million dollars ($1,000,000.00) of County American Rescue Plan Act (ARPA) funds to the City of Santa Fe for COVID 19 cash assistance relief funds (Kyra Ochoa, Community Health and Safety Department Director; krochoa@santafenm.gov; 955-6603 and Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 955-6678)

BACKGROUND AND SUMMARY:
The City of Santa Fe allocated over three million dollars in direct cash assistance with CARES Act funding in 2020.

Santa Fe County will provide the City of Santa Fe with one million dollars of their ARPA funding to support a direct cash assistance relief program to low or moderate income families within the City and County of Santa Fe who have experienced a financial hardship due to the COVID 19 pandemic.

The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

Ensuring that one contract is executed will avoid duplication of clients served and help with data collection on an evaluation of the program.

PROCUREMENT METHOD:
Memorandum of Agreement with funding attached.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203143.

FUNDING SOURCE:
The funding will be administered through Community Services Admin.

The funding allocation will go to:
Fund Name/Number: Community Services Admin 100
Munis Org Name/Number: Community Services Admin/1001001 AH
Munis Object Name/Number: Grants and Services/510400 AH

ACTION REQUESTED:
The Community Health and Safety Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Kyra Ochoa (Dec 30, 2021 10:37 PST)

Email: krochoa@santafenm.gov

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203143**

Contractor: **MOA with Santa Fe County**

Description: **MOA between the City of Santa Fe and the Santa Fe County for the use of a million dollars of American Rescue Plan Act Funds for assistance for residents affected by the COVID-19 pandemic**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **When Signed** Term End Date: **None**

☐ Approved by Council Date: _____

Contract / Lease: Memorandum of Agreement

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: **N/A**

☐ 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: Memorandum of Agreement**

Fran Pennay (Jan 10, 2022 10:45 MST) Jan 10, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: MOA with SF County - Direct Cash Assistance /no procurement of services or goods.

4. **Funding Source: Community Services Admin** **Org / Object: 1001001/510400**

Andy Hopkins (Jan 5, 2022 10:46 MST) Jan 5, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # **(505) 955-6826**

Email: **maperea@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MOA with Santa Fe County

Procurement Title: MOA with Santa Fe County in the use of ARPA funds

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 Community Health & Safety Staff Name Melissa Perea

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:

Melissa Perea	Contracts Administrator	11/30/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Jon Dorsey (Jan 10, 2022 10:45 MST)	Chief Procurement Officer	Jan 10, 2022
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.

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY and THE CITY OF SANTA FE
REGARDING
Use of American Rescue Plan Act Funds for Assistance for Residents Affected by the COVID-19 Pandemic

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this ____ day of _____, 2021, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY"), regarding the Use of American Rescue Plan Funds for Cash Assistance for Residents Affected by the COVID-19 pandemic.

WHEREAS, the American Rescue Plan Act (ARPA) established a Coronavirus Local Fiscal Recovery Fund to support state and local governments in responding to the impact of the COVID-19 virus pandemic; and

WHEREAS, the United States Department of the Treasury promulgated Interim Final Rule to implement the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Interim Final Rule recognizes that the widespread public health and economic impacts of the COVID-19 virus pandemic have fallen severely on disadvantaged populations, including those of low income; and

WHEREAS, the County has received funding from the American Rescue Plan Act; and

WHEREAS, the Interim Final Rule states that recipients of ARPA funding "may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic"; and

WHEREAS, the Interim Final Rule authorizes cash transfer programs that "focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic"; and

WHEREAS, the City and the County agree that financial assistance for residents who have experienced financial hardship due to COVID-19 continues to be required during the ongoing pandemic, as authorized by ARPA;

WHEREAS, the City has administered a financial assistance program for residents who have experienced financial hardship due to COVID-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses, through a contract with Up Together.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT

A. The County will provide the City with $1,000,000.00 in ARPA funds for the City to contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

B. The City will contract with a cash dispersal platform to administer financial assistance to low- or moderate-income families within the County who have experienced financial hardship due to the COVID-19 virus pandemic.

C. The City and County will jointly determine eligibility criteria and procedures to be followed when administering financial assistance.

2. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate, unless terminated earlier by any party pursuant to Article 4 (Termination).

3. TERMINATION. This Memorandum may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by the parties.

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor 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.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of the duties under this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other party.The City or County's decision as to whether sufficient appropriations are available shall he accepted by the other party and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this Memorandum, 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 County. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandumwithout the prior written approval of the other parties.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the last signature of the parties hereto.

CITY OF SANTA FE:

_____ _____
ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____
KRISTINE BUSTOS MIHELCIC, CITY CLERK DATE

CITY ATTORNEY:

Marcos Martinez
Marcos Martinez (Nov 29, 2021 08:00 MST)
SENIOR ASSISTANT CITY ATTORNEY

Nov 29, 2021
DATE

APPROVED FOR FINANCES

_____ _____
MARY T. MCCOY, FINANCE DIRECTOR DATE

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

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

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

November 1, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

11/2/2021
Date

City of Santa Fe New Mexico
Memorandum

Date: January 5, 2022

To: Economic Development Advisory Committee: January 12, 2022
Finance Committee: January 18, 2022
Quality of Life Committee: January 19, 2022
Governing Body Meeting: January 26, 2022

From: Janice Krish, Economic Development Specialist JK

CC: Rich Brown, Director - Community and Economic Development Department

RE: Job Training and Workforce Development Contract (# Here) for Approval

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ITEM AND ISSUE:
Staff requests the approval of a Workforce Development professional services contract representing significant economic investment for the Office of Economic Development. Funding for this agreement is allocated in the Fiscal Year 2023 budget.

This is a three-year and six month contract renewal and brings a total investment in local workforce development growth to $909,479.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

ACTION REQUESTED:
The Economic Development Department recommends moving forward with the YouthWorks contract, since it will help fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic development needs as we recover from the pandemic. The funding source for this contract in 2122800.510340. MUNIS Contract# 3203193

PROCUREMENT METHOD:
RFP# 22/07/P

CONTRACT NUMBER: 3203193

FUNDING SOURCE:
Fund Name/Number: 2122800.510340

ACTION REQUESTED:
The Office of Economic Development respectfully requests your review and approval.

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

Contractor Name: YouthWorks

Procurement Title: Workforce Development

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Community & Economic Development Staff Name Janice Krish

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)
	X	State Price Agreement
X		RFP
X		Evaluation Committee Report
	X	ITB
	X	Bib Tab
	X	Quotes (3 valid current quotes)
	X	Cooperative Agreement
	X	Sole Source Request and Determination Form
	X	Contractors Exempt Letter
	X	Purchasing Officers approval for exempt procurement
	X	BAR
	X	FIR
X		Executed Contract, Agreement or Amendment
X		Current Business Registration and CRS numbers on contract or agreement
X		Summary of Contracts and Agreements form
X		Certificate of Insurance
X		All documentation presented to Committees
	X	Other: _____

Loretta S. Olguin | Business Operations Manager | 1/5/22

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

Fran Dunaway (Jan 12, 2022 15:55 MST)

Chief Procurement Officer | Jan 12, 2022

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.

*

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

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 YouthWorks, 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.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed ($909,479), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($909,479). 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.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $159,825, including New Mexico gross receipts tax in (FY22).

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $243,338, including New Mexico gross receipts tax in (FY23).

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $249,820, including New Mexico gross receipts tax in (FY24).

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum not to exceed $256,496, including New Mexico gross receipts tax in (FY25).

B. Payment in future fiscal years 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 fifteen (15) 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, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor:
YouthWorks
1000 Cordova Place#415
Santa Fe, NM 87505
meylynn@santafeyouthworks.org

27. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 6, 2021 08:14 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Office of Economic Development

ECD/2122800.510340

AH
AH

CONTRACTOR:
YOUTHWORKS

Meylynn Schuyler
NAME

Executive Director
TITLE

DATE: December 15, 2021

CRS#02-471161-00-6
Registration # 222597

DATE: September 23, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Janice Krish, Procurement Manager
Economic Development Department

SUBJECT: Evaluation Committee Report, Workforce Development RFP # 22/07/P

In accordance with the Request for Proposals for Workforce Development issued July 1, 2021, five (5) responses were submitted from the following Offerors:

- Fab Lab Hub
- Innovate + Educate
- PARIN
- Tech Talent South
- Youthworks

Fab Lab Hub was non-responsive. They did not submit the required documents, including the Letter of Transmittal form and Campaign Contribution Disclosure form. The proposals were evaluated by the committee on August 19, 2021.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

1. Julie Sanchez, Community Services Department
2. Robert Lambert, Arts & Culture Department
3. Anna Cale, Community Services Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- Aug. 10, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- Aug. 19, 2021: Evaluation Committee met for discussion and scoring of Offeror proposals.
- Sept. 2, 2021: Costs were evaluated.

Section IV.B, Technical Specifications

Technical Specifications in this template are broken out into Organizational Experience, Organizational References, and Oral Presentations.

Section IV.B.1, Organizational Experience (30 Total Points)

	Innovate + Educate	**PARIN**	**Tech Talent South**	**Youthworks**
Offeror Points	**18.3**	**18.3**	**26.6**	**29**

Specifications:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

Evaluation Factors:

Organizational Experience Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 18.3 points based on the Offeror's response.

Comments: Innovate + Educate described their governmental experience and staff, but did not provide statistics of success. They do have a very professional team, however, Organizational Experience was lacking. There was not much data or outcomes for their program. This section was broad and lacking specifics of goals for the number of participants, actual processes or pathways to success. Simply naming members of the advisory committee (and their organizations) does not prove project history or success with "affiliated" organizations. The proposal needed more specific references to actual networks and existing, proven relationships.

PARIN

The Evaluation Committee awarded PARIN 18.3 points based on the Offeror's response.

Comments: PARIN's experience seems to be software driven. They have worked with many municipalities, but the description of their experience, expertise and knowledge does not align with the criteria in the proposal. The software may be effective, but would be complementary to a larger direct service project. There is too much on soft skills and not enough hard skills to anchor the proposal.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: Tech Talent South has proven contracts and listed projects with municipalities. The marketing is specific and targeted and they do not serve a broad population. Tech Talent South targets intentional populations and has strong partnerships with national organizations. Programming is a good blend of assessments and direct services, using different models, however, it has a low cohort (only 25 get to participate). Monitoring and managing was addressed. The municipalities they served are much larger in population than Santa Fe.

Youthworks

The Evaluation Committee awarded Youthworks 29 points based on the Offeror's response.

Comments: Youthworks has 13 years of proven workforce development experience within the City and in a range of fields and specialties. They are proven and trusted partners with the City of Santa Fe as well as the state and county. They meet a variety of needs. They were honest with their project successes/failures. Their data collection methods were well thought out, relevant to the project, and applicable to the short, medium and long terms. They provide a nice combination of hard and soft skills and this focus on both will drive success. They provided detail on a well-rounded stable team with diverse expertise that can make the project successful. The provided detail on many local partners, but did not mention any City partnerships. They mentioned providing meals for youth and indigent families during COVID and have exceptional experience serving the community.

Section IV.B.2, MANDATORY SPECIFICATIONS (30 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**16.6**	**11.6**	**26.6**	**30**

Specifications:

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

Describe your goal/objective for improving Santa Fe's workforce. • What problems will your project/program solve in our workforce? What gap are you filling? • What areas/populations do you intend to target: Disconnected Youth, High School/ Middle School Students , Low income workers/families, Veterans, Single parents, Unemployed workers affected by economic recession, Median income

workers/families, Immigrant Population, Industry specific (specify), In College/Recent College Graduates, Other: (specify)

How will you improve or leverage existing programs and community partners? • How will you avoid duplication of existing programs and resources? • How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach • What is your communications and outreach plan? • What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators • What are your impact data measures and when will they be reported? • How will we know if your project/program is succeeding? • How does your impact data collection inform program improvement, creation, integration, and collaboration? • How are you identifying needs and trends? • Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget • Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.) • What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project? • How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 16.6 points based on the Offeror's response.

Comments: Innovate + Educate was not specific on population areas. They seem to provide more general service instead of serving specific populations. Their outreach is also vague and there were not Memorandums of Understanding in place. They focused on quantity versus quality. They have had success in their internship program with the graduation of 50 interns since 2019.

Marketing and recruiting for the program was not focused on identifying or targeting the specific population they identified. Recruitment intended to reach a broad sector, necessitating the question, "How focused can the actual project application be when the sample is so broad? Past projects felt wedged into application and not applicable to the workforce development intent of the RFP. A history of data collection and reporting is not equivalent to the ability to implement workforce development solutions.

Overall, there was a lack of evidence of program, low amounts of data and too broad.

PARIN

The Evaluation Committee awarded PARIN 11.6 points based on the Offeror's response.

Comments: PARIN may have good service, but were not specific on how they will provide this to the community. They said they would serve everyone.

Although, technically a valid proposal, the subscription to a software program does not meet criteria for this RFP. On numerous occasions in the application, the applicant simply responded with a "does not apply" to questions that were intended to quantify measurements of potential success and "fit".

This is a software company for soft skills and would be a great complement to another direct service project. Committee was unsure about their focus and target audience was not addressed. What about Spanish speakers or those without internet access?

Tech Talent South

The Evaluation Committee awarded Tech Talent South 26.6 points based on the Offeror's response.

Comments: They are targeting intentional populations, and have strong partnerships with national organizations. Their Program is a good blend of assessments and direct services that includes monitoring, managing, and using different models, however, the low cohort is concerning and there is not a pipeline to get people into jobs or careers.

A very focused and specific proposal that isolates as many variables as possible to ensure success of the participants. Through much targeted recruitment and controlled training in coding, this proposal serves to prepare a workforce for digital jobs (a growing, stable industry). Great proven statistics detail impressive success rates and reinforce their ability to reach underserved, but qualified participants who are more likely to be successful in the program. Ideal sample size of cohort (25) seems small, but that number was reached through trial/error and hard analysis of program effectiveness. The committee was concerned about the return on investment for such a small sample, but the high hiring rate compensates for that. Tech Talent South appears to be have many networks with job pipelines that embrace remote work (a growing market) and will allow young residents to stay in Santa Fe and still compete for high paying tech jobs. Success is measured by enrollment, performance and placement equally.

Youthworks

The Evaluation Committee awarded Youthworks 30 points based on the Offeror's response.

Comments: Youthworks responded excellent to all mandatory requirements. They provided a wide variety of tracts participants can go down. They tied in their mission to serve marginalized populations. They have a good blend of direct service, soft skills, and case management. Their measurements are well thought out and fits the scope of the project. Youthworks has been providing workforce development for 20 years. Their focus on at-risk youth and their ability to target, engage and serve that community is proven again and historical experience working with 'opportunity' youth population.

Section IV.B.3, Desirable Specifications (15 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**8.6**	**6.3**	**10**	**14.3**

Specifications:

Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as: Santa Fe Community College, Northern Area and Central Workforce Development Board, NM Workforce Solutions d. NM Workforce Connections, Other (specify)

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

Innovate + Educate

The Evaluation Committee awarded Innovate + Educate 8.6 points based on the Offeror's response.

Comments: Innovate + Educate did not provide assurance that they knew existing goals and objectives. They specified partners, but failed to provide details on what that relationship would look like. They seemed to be familiar with leaders in the field, but did not provide any details on their experience to back up the partnerships. They partner with workforce agencies, but the relationships were not described in detail.

PARIN

The Evaluation Committee awarded PARIN 6.3 points based on the Offeror's response.

Comments: The merits for the software were effectively presented, however those merits do not resonate with the needs and intents of RFP. A wholly digitized software approach to the City's need for workforce development does not address entire populations without computer access and restricts "connection" to the process for non-traditional learners who respond to verbal or other alternative means of learning. The software seems more appropriate for a very specific population who are identifying their individual skill sets and continued career focus. PARIN's response lacked measurable, skills training.

Tech Talent South

The Evaluation Committee awarded Tech Talent South 10 points based on the Offeror's response.

Comments: Shared values with City of Santa Fe Eonomic Departmnet but did not outline how project would work with New Mexico agencies. Great data, which supported the outcomes. Cohort was small but had a record of accomplishment of success. Great blend of indirect and direct services and broadening the economy.

Youthworks

The Evaluation Committee awarded Youthworks 14.3 points based on the Offeror's response.

Comments: Youthworks is familiar with all other goals in the community. They did a great job stating how they align with goals and objectives of Santa Fe Community College and state agencies. They did mention they meet federal performance measures and have a proven history of pivoting and innovating to respond to market needs. They are receiving federal Department of Labor funding to support their work, which indicates there is a good track record with the Federal government Could have been clearer on apprenticeship and internship opportunities with larger entities such as Workforce Solutions and Department of Labor.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points assigned.

All responsive Offerors passed this category.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

1. The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**Pass**	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

All responsive Offerors passed this category.

Section IV.C.4, Oral Presentation (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**5**	**5**	**5**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Comments: The Evaluation Committee elected to not have oral presentations; therefore, all Offerors received the total points assigned for this category.

Section IV.C.5, Costs (5 Total Points)

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Offeror Points	**5**	**1.6**	**2.5**	**.66**

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used 1. Description of funding requested 2. Number of years of funding request 3. Outline how you will phase out City funding for your program 4. Delineate funds from other

sources 5. Specify if you will be maximizing or applying for federal, state or other funding sources.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Cost Proposal Evaluation: Innovate + Educate

The Evaluation Committee awarded **Innovate + Educate available 5 points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = 1 X 5 = 5

$130,000

Cost Proposal Evaluation: PARIN

The Evaluation Committee awarded **PARIN 1.6 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .31X 5 = 1.6

$417,500

Cost Proposal Evaluation: Tech Talent South

The Evaluation Committee awarded **Tech Talent South 2.5 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .5X 5 = 2.5

$ 261,250

Cost Proposal Evaluation: Youthworks

The Evaluation Committee awarded **Youthworks .66 available points** based on the Offeror's response. The breakdown of the points are as follows:

$130,000

---------- = .131 X 5 = .66

$ 986,699

Section IV.C.6, NM Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
NM Business Preference	0	0	0	2.55
NM Subcontractors Preference	0	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below. A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors. Page 25 of 59 B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors. The maximum available local preference shall be 6%.

Innovate + Educate

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is using not using NM subcontractors. Offeror was awarded zero (0) Points.

PARIN

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Tech Talent South

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Offeror is not using NM subcontractors. Offeror was awarded zero (0) Points.

Youthworks

Offeror did submit NM Preference Certificate. Offeror was awarded 2.55 points.

Offeror is using NM subcontractors. Offeror was awarded zero (0) Points.

Workforce Development
RFP # 22/07/P **Evaluation Summary**

	Innovate + Educate	PARIN	Tech Talent South	Youthworks
Section IV.B 1. Technical Specifications Organizational Experience (30 Points)	**18.3**	**18.3**	**26.6**	**29**
Section IV.B 2. Technical Specifications Mandatory Specifications (30 Points)	**16.6**	**11.6**	**26.6**	**30**
Section IV.B 3. Technical Specifications Desirable Specifications (15 Points)	**8.6**	**6.3**	**10**	**14.3**
Section IV.C 1. Business Specifications Financial Stability (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 2. Business Specifications Letter of Transmittal ((Pass/Fail))	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 3. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	**Pass**	**Pass**	**Pass**	**Pass**
Section IV.C 4. Business Specifications Oral Presentations (5 Points)	**5**	**5**	**5**	**5**
Section IV.C 5. Business Specifications Cost (5 Points)	**5**	**1.6**	**2.5**	**.66**
Section IV.C 6. New Mexico Resident Business Preference 3%	**0**	**0**	**0**	**2.55**
Section IV.C 6. New Mexico Resident Using Subcontractors Preference 6%	**0**	**0**	**0**	**0**
TOTAL POINTS AWARDED	**53.5**	**42.8**	**70.7**	**81.51**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the Workforce Development RFP #22/07/P to: **Youthworks**

Committee Signature Approval

Julie Sanchez (Sep 28, 2021 09:30 MDT)

Julie Sanchez — Date
Evaluation Committee Member

Robert Lambert
Robert Lambert (Sep 28, 2021 14:51 MDT)

Robert Lambert — Date
Evaluation Committee Member

Anna Cale Pendas
Anna Cale Pendas (Sep 28, 2021 09:29 MDT)

Anna Cale — Date
Evaluation Committee Member

9/23/21

Janice Krish — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway

9/30/2021

Fran Dunaway — Date
Chief Procurement Officer
City of Santa Fe

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201099**

Contractor: **YouthWorks**

Description: **YouthWorks helps to fulfill the City's economic development mission to procure innovative workforce strategies and operations that address local economic recovery and resiliency and non secondary education work options for a youth**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **February 1, 2022** Term End Date: **June 30, 2025**

[☐] Approved by Council Date: _____

Contract / Lease: **This is a 3.5 year contract for innovative workforce development**

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)

Youthworks has been a jobs training and workforce development contractor since, we believe 2016. They provide industry-focused job training (and soft skills work) for local youth. We have seen incredible growth in the jobs training program as they provide a pipeline of culinary students to address our need in the hospitality/tourism industry (#2 industry in Santa Fe).

3. **Procurement History:** **Awarded a job training and workforce contract in 2016**

Fran Delaney (Jan 12, 2022 15:55 MST) Jan 12, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: awarded from RFP 22/07/P 3.5 years 1/2022-6/30/2025

4. **Funding Source:** **2122800** **Org / Object:** **510340**

Andy Hopkins (Jan 6, 2022 15:37 MST) Jan 6, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Janice Krish** Phone # **505. 955-f6915**

Email: **jakrish@santafenn.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The City of Santa Fe
AND
Economic Development Department

REQUEST FOR PROPOSALS (RFP)

Workforce Development

RFP# 22/07/P

RFP Release Date: July 1, 2021

Proposal Due Date: July 30, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

I. INTRODUCTION **1**

A. PURPOSE OF THIS REQUEST FOR PROPOSALS *1*
B. BACKGROUND INFORMATION *1*
C. SCOPE OF PROCUREMENT *1*
D. PROCUREMENT MANAGER *1*
E. PROPOSAL SUBMISSION *2*
F. DEFINITION OF TERMINOLOGY *2*
G. PROCUREMENT LIBRARY *5*
A. SEQUENCE OF EVENTS 6
B. EXPLANATION OF EVENTS 6
1. Issue RFP *6*
2. Acknowledgement of Receipt Form *7*
3. Pre-Proposal Conference *7*
4. Deadline to Submit Written Questions *7*
5. Response to Written Questions *7*
6. Submission of Proposal *8*
7. Proposal Evaluation *8*
8. Selection of Finalists *8*
9. Best and Final Offers *8*
10. Oral Presentations/ Interview *8*
11. Finalize Contractual Agreements *9*
12. Contract Awards *9*
13. Protest Deadline *9*
C. GENERAL REQUIREMENTS 9
1. Acceptance of Conditions Governing the Procurement *9*
2. Incurring Cost *10*
3. Prime Contractor Responsibility *10*
4. Subcontractors/Consent *10*
5. Amended Proposals *10*
6. Offeror's Rights to Withdraw Proposal *10*
7. Proposal Offer Firm *10*
8. Disclosure of Proposal Contents *10*
9. No Obligation *11*
10. Termination *11*
11. Sufficient Appropriation *11*
12. Legal Review *11*
13. Governing Law *11*
14. Basis for Proposal *11*
15. Contract Terms and Conditions *12*
16. Offeror's Terms and Conditions *12*
17. Contract Deviations *12*
18. Offeror Qualifications *12*
19. Right to Waive Minor Irregularities *13*
20. Change in Contractor Representatives *13*
21. Notice of Penalties *13*
22. Department Rights *13*
23. Right to Publish *13*
24. Ownership of Proposals *13*
25. Confidentiality *13*
26. Electronic mail address required *14*

27. Use of Electronic Versions of this RFP *14*
28. Campaign Contribution Disclosure Form *14*
29. Letter of Transmittal *14*
30. Disclosure Regarding Responsibility *15*
31. Local Preferences *16*

III. RESPONSE FORMAT AND ORGANIZATION **17**

A. NUMBER OF RESPONSES 17
1. ELECTRONIC SUBMISSION ONLY Responses *17*
B. PROPOSAL FORMAT 18
1. Proposal Content and Organization *18*

IV. SPECIFICATIONS **19**

A. DETAILED SCOPE OF WORK 19
B. TECHNICAL SPECIFICATIONS 19
1. Organizational Experience *19*
2. Mandatory Specifications *20*
A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones. *20*
3. Desirable Specifications *21*
C. BUSINESS SPECIFICATIONS 21
1. Financial Stability *21*
2. Letter of Transmittal Form *21*
3. Campaign Contribution Disclosure Form *21*
4. Oral Presentation/Interview *21*
5. Proposed Fees/Cost/Budget *22*
6. Local Preference *22*

V. EVALUATION **23**

A. EVALUATION POINT SUMMARY 23
B. EVALUATION FACTORS (SEE TABLE 1) 23
1. B.1 Organizational Experience *23*
2. B.2 Mandatory Specifications *23*
3. B.3 Desirable Specifications *24*
4. C.1 Financial Stability *24*
5. C.2 Letter of Transmittal *24*
6. C.3 Campaign Contribution Disclosure Form *24*
7. C.4 Oral Presentation *24*
8. C.5 Cost *24*
9. C.6. Local Preferences *24*
C. EVALUATION PROCESS 26

APPENDIX A **27**

ACKNOWLEDGEMENT OF RECEIPT FORM **27**

APPENDIX B **29**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM **29**

APPENDIX C **33**

COST RESPONSE FORM **33**

APPENDIX D 35

LETTER OF TRANSMITTAL FORM 35

APPENDIX E 37

NON-COLLUSION AFFIDAVIT 37

APPENDIX F 39

CONFLICT OF INTEREST 39

APPENDIX G 3

LIVING WAGE ORDINANCE 3

APPENDIX H 5

DRAFT CONTRACT 5

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of innovative workforce strategies and operations that address local economic development needs.

B. BACKGROUND INFORMATION

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal of diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism.

In 2008, the 'Strategy for Implementation' was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries: technology, media, green, arts and culture and knowledge based. Additionally, it focused on three growth areas: business development, workforce development and site and infrastructure.

The City of Santa Fe's Economic Development Division (EDD) works to implement this strategy and build a diverse economy with a multitude of employment opportunities and high wage job options. Our goal is to make sure that Santa Fe's economy attracts and retains a talented workforce. To achieve this goal the EDD aims to work with targeted workforce development community partners.

C. SCOPE OF PROCUREMENT

The City of Santa Fe's Office of Economic Development goal is to support, train, and cultivate a skilled, and creative workforce in Santa Fe to help evolve and strengthen Santa Fe's economy. We strive to design a workforce platform that will nurture innovative ideas and eventually evolve into a standalone community of providers who are using a variety of funding sources to create workforce development solutions that align with our industry cluster growth. It is the City's expectation that this investment in job training and workforce development will be made self-sufficient through private sector contributions and that the City of Santa Fe's funding commitment will phase out over time.

To promote a diversity of programmatic ideas, we look to award funding to multiple proposers. As such, this procurement may likely result in contractual agreements between multiple sets of two parties; the procurement agreements may ONLY be used exclusively by those sets of two parties.

D. PROCUREMENT MANAGER

Economic Development Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Janice Krish, Procurement Manager
Telephone: (505) 955-6915
Email: jakrish@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Multiple Source Award**" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

29. "**Responsible Offeror**" means an Offeror who submits a responsive proposal 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, or items of tangible personal property described in the proposal.

30. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

32. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

33. "**State (the State)**" means the State of New Mexico.

34. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:

- **City of Santa Fe, Office of Economic Development**
  https://www.santafenm.gov/office_of_economic_development_research
- **New Mexico Department of Workforce Solutions:** https://www.dws.state.nm.us/en-us/
  Northern Area Local Workforce Development Board: https://northernboard.org/
- **Santa Fe County Workforce Program:** http://www.protecsantafe.com/
- **New Mexico Workforce Connection/SER-Jobs for Progress** ; Provider for the NALWDB:
  https://www.jobs.state.nm.us/vosnet/Default.aspx
- **Santa Fe Community College**: https://www.sfcc.edu/economic-workforce-development/

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	July 1, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	July 13, 2021
3. Pre-Proposal Conference	Requesting Department	July 13, 2021
4. Deadline to submit Written Questions	Potential Offerors	July 16, 2021
5. Response to Written Questions	Procurement Manager	July 19, 2021
6. Submission of Proposal	***Potential Offerors***	***July 30, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 30, 2021
8.* Selection of Finalists	Evaluation Committee	August 6, 2021
9. * Oral Presentation(s)	Finalist Offerors	August 9 - 10, 2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	August 11 – September 3, 2021
12.* Contract Awards	Requesting Department/ Finalist Offerors	September 10, 2021
13.* Protest Deadline	Central Purchasing Office	+15 days from Award

**Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.*

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City's Office of Economic Development on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 AM MST/MDT July 13, 2021 – https://santafenm-gov.zoom.us/j/98685759331?pwd=Tm56U1kzZU5tK0pySHk1WXhRcFhKdz09.

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to: https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON July 30, 2021 **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation/Interview, if any, will be determined at this time. Finalists will be comprised of Offerors with the highest cumulative scores (excluding Oral Presentation points) in the evaluation sheet in section "Evaluation" Section "V" of this document.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

10. Oral Presentations/ Interview

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation or interview over a zoom call to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations/interviews are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Department will provide Finalist Offerors with applicable details. Whether or not

Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix H. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX H) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.

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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. *NUMBER OF COPIES 6*

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.35) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.26) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. Make sure to include the RFP number, Title and Due Date in the subject line of the email response.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16)
G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specifications
    4. Desirable Specficiations
    5. Financial Stability –(Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
    6. Local Preferences (if applicable)
H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

B. TECHNICAL SPECIFICATIONS

Please provide detailed information for each of the following:

1. Organizational Experience

Offeror **must**:

a. Provide a brief description of relevant experience with city or state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workforce development programming. All workforce development programming provided to private sector will also be considered;

b. Provide a detailed bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as your project manager and any associate staff that will be involved in compiling, sorting, analyzing, and production of statistical information needed to complete the workload analysis. Offeror must include key personnel education, work experience, and relevant/applicable certifications/licenses.

c. Describe at least two project successes and failures of quantitative workload assessment/staffing studies completed. Include how each experience improved the Offeror's services.

2. Mandatory Specifications

A. Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

- Describe your goal/objective for improving Santa Fe's workforce.
- What problems will your project/program solve in our workforce? What gap are you filling?
- What areas/populations do you intend to target:
    - Disconnected Youth
    - High School/ Middle School Students
    - Low income workers/families
    - Veterans
    - Single parents
    - Unemployed workers affected by economic recession
    - Median income workers/families
    - Immigrant Population
    - Industry specific (specify)
    - In College/Recent College Graduates
    - Other: (specify)

- How will you improve or leverage existing programs and community partners?
- How will you avoid duplication of existing programs and resources?
- How will your project evolve with the needs of the labor force and address the effects of the pandemic recession?

B. Marketing and Outreach

- What is your communications and outreach plan?
- What audience do you need to reach and how will you achieve that?

C. Measurement and Key Indicators

- What are your impact data measures and when will they be reported?
- How will we know if your project/program is succeeding?
- How does your impact data collection inform program improvement, creation, integration, and collaboration?
- How are you identifying needs and trends?
- Describe your organization's software applications, capabilities and approach in tracking and measuring performance metrics.

D. Budget

- Provide a detailed breakdown of how the proposed funds will be used and if there will be any subcontractors. (Do not include any costs or what you will charge the City.)
- What other sources of funding, including private sector matching funds and any other sources of leverage will be used to support your program or project?
- How many years do you anticipate requesting city funds? Will you phase out the need for city funds?

3. Desirable Specifications

- Demonstrate how your job training/workforce program will align with regional and state workforce programs, goals and objectives such as:

    a. Santa Fe Community College
    b. Northern Area and Central Workforce Development Board
    c. NM Workforce Solutions
    d. NM Workforce Connections
    e. Other (specify)

- Demonstrate how your job training/workforce program will align with or can create internships, apprenticeships and/or mentorships opportunities.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding year, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Oral Presentation/Interview

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications. It is an opportunity to demonstrate a cohesive team with the capability to express a unified vision and answer questions from the evaluation committee.

5. Proposed Fees/Cost/Budget

Offerors must complete the Cost Response Form in APPENDIX C. Is fee reasonable for scope and schedule? Complete budget and an accompanying narrative that outlines the expenses that will be needed to operate the workforce development program. Define the amount of matching dollars and in-kind services in the budget; how they will be used

1. Description of funding requested
2. Number of years of funding request
3. Outline how you will phase out City funding for your program
4. Delineate funds from other sources
5. Specify if you will be maximizing or applying for federal, state or other funding sources.

6. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	30
B.2. Mandatory Specifications	30
B.3. Desirable Specifications	15
C. Business Specifications	15
C.1. Financial Stability	Pass/Fail
C.2. Letter Of Transmittal	Pass/Fail
C.3. Campaign Contribution Disclosure Form	Pass/Fail
C.4. Oral Presentations	5
C.5. Cost	5
TOTAL POINTS AVAILABLE	**100**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**3**
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**6**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS (See Table 1)

1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge in all the mandatory requirements.

3. **B.3 Desirable Specifications**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge of regional and state programs. Points will also be awarded for programs that create or align with work-based learning programs.

4. **C.1 Financial Stability**

Pass/Fail only. No points assigned.

5. **C.2 Letter of Transmittal**

Pass/Fail only. No points assigned.

6. **C.3 Campaign Contribution Disclosure Form**

Pass/Fail only. No points assigned.

7. **C.4 Oral Presentation**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

8. **C.5 Cost**

The budget totals for all four years will be added to calculate the Cost score. The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

9. **C.6. Local Preferences**

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSAL
WORKFORCE DEVELOPMENT
RFP #22/07/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 5:00 pm MST/MDT on July 13, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Workforce Development – RFP #22/07/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

COST RESPONSE FORM

Budget Narrative: Please provide a detailed explanation for each budget line item to justify the cost. Examples of explanations include job titles, wage rate, hours worked/charged, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or program costs.

Please include an estimated cost breakdown.

Job Titles/Program	**Type**	**Hours Worked/Charged**	**Wage Rate/Costs**

All yearly amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (09/01/2021 thru 06/30/2022) Price:$_____

Option Year 2: (07/01/2022 thru 06/30/2023) Price:$_____

Option Year 3: (07/01/2023 thru 06/01/2024) Price:$_____

Option Year 4: (07/01/2024 thru 06/30/2025) Price:$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/07/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Workforce Organization each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Workforce Organization and known key personnel needs to describe the conflict.

The Workforce Organization agrees that, if after award, an organizational conflict of interest is discovered, the Workforce Organization makes an immediate and full written disclosure to the City that includes a description of the action that the Workforce Organization has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Workforce Organization was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded City of Santa Fe Workforce Development Program For the duration of this firm's involvement in the City of Santa Fe Workforce Development Program contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the City of Santa Fe Workforce Development Program contract.

I certify that this firm will keep all City of Santa Fe Workforce Development Program contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized

and necessary to the City of Santa Fe Workforce Development Program contract. I understand that if this firm leaves this City of Santa Fe Workforce Development Program contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the City of Santa Fe Workforce Development Program contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the City of Santa Fe Workforce Development Program contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX G

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

APPENDIX H

DRAFT CONTRACT

The Agreement included in this Appendix H represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

Workforce Development

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, 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.

The Contractor shall provide programs and services that support and train a skilled, dynamic workforce in Santa Fe, which will strengthen and grow Santa Fe's economy. The programs and services will:

A. Support job training, workforce and talent development in Santa Fe through mentorships, apprenticeships, internships and soft skill workshops.

B. Increase the number of qualified workers in Santa Fe.

C. Develop and implement pathways to trades opportunities, higher education and/or other career pathways that align with the City's business growth sectors.

D. Promote and market services through website, social media, traditional media, in-person outreach and presentations.

E. Collect data on participants to analyze outcomes of the project/program.

F. Provide quarterly metrics and annual reports on performance measures.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of_____dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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 (AMOUNT). 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.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of_____dollars ($_____) in (FY21) through (FY22) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of_____dollars ($_____) in (FY22) through (FY23) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

B. Payment in future fiscal years 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 fifteen (15) 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, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, the contract term for a this professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not

to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date;

time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Janice Krish, Economic Development Specialist
Economic Development Department
500 Market Station
Santa Fe, New Mexico 87501
jakrish@santafenm.gov

To the Contractor: [insert name, address and email].

27. Authority.

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____
Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 20, 2021 14:02 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

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)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B : New Mexico SW Casualty Co	
INSURER C : Selective	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Youthworks, Inc.
1000 Cordova Place #415
Santa Fe, NM 87505

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	X		S 2305636	7/2/2021	7/2/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2305636	7/2/2021	7/2/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S 2305636	7/2/2021	7/2/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		0101668	8/1/2020	8/1/2021	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
A	Commercial Property			S 2305636	7/2/2021	7/2/2022		
C	Professional Liab.			S 2305636	7/2/2021	7/2/2022		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2021 - 8/15/2021

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

ABUSE OR MOLESTATION
AM 00 37 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE PART

Section II — Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your Abuse or Molestation Liability policy, but only with respect to liability the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) designated in the Schedule.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the occurrence.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	Page 5
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following**:**

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, 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; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization 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 or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

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3. An “executive officer” or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for “bodily injury” or “property damage” arising out of your ongoing operations or “your work” done under a written contract or written agreement and included in the “products-completed operations hazard”, if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;

2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an “insured contract”.

The section above only applies to that person or organization identified above, and only if the “bodily injury” or “property damage” occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or “suit” give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** “Personal and advertising injury”:

“Personal and advertising injury” also means “discrimination” that results in injury to the feelings or reputation of a natural person, however only if such “discrimination” or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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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: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02-471161-00-6

Owner: MELYNN SCHUYLER

License Number: 222597

License Type: Business License - Renewable

Issued Date: October 01, 2021

Classification: Business Registration - Standard

Expiration Date: October 01, 2022

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

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, New Mexico
Memorandum

DATE: **January 12, 2022**

TO: **Finance Committee & Governing Body**

VIA: **Regina A. Wheeler, Public Works Department Director** RW

Melissa A. McDonald, Parks Division Director MAM

FROM: **Zoe R. Isaacson, Public Works, River and Watershed Section Project Administrator** ZRI

ACTION:
Request for the approval of a 2-year construction contract for the completion of 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B) in the total amount of $ 1,561,109.16 (Kimo Constructors, Inc); (Zoe Isaacson, zrisaacson@santafenm.gov, 955.6853)

Request for the approval of a BAR transferring revenues from Stormwater/CWSRF O88 (2310411/490190) to expenditures Stormwater/WIP Construction (2310411/572970), in the amount of $1,561,110.00.

BACKGROUND AND SUMMARY:
On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing the City of Santa Fe to enter into a loan agreement with the New Mexico Environment Department for the purpose of obtaining Clean Water State Revolving Funds (CWSRF) up to $4, 000,000 for use on stormwater infrastructure projects. This 1% interest CWSRF loan, disbursed on a project-by-project basis, will fund projects that satisfy outstanding needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization project is the first project to utilize CWSRF loan funds. These repairs are critical for maintaining channel geometry and stabilizing banks that were severely damaged in 2018 during a 500-year storm event. This work is the second of two phases of repairs that were identified in a post flood condition assessment. This project will include: repairs to existing grade control structures, installation of a large boulder retaining wall to secure and reduce erosion in a high-use area, improvements to stormwater conveyances at points of entry to the river channel and revegetating of disturbed areas. By implementing these repairs, the City is investing in the health of the river corridor by preventing further degradation of the channel and thus reducing the likelihood of failures within this reach of the river corridor.

The bid opening occurred on December 28th, 2021 and Kimo Constructors, Inc was the sole bidder. The project management team is confident in this bid considering Kimo's experience constructing and managing the first phase of river repairs in 2019.

The project timeline is constrained by the release of irrigation and Living River flows expected to start April 15th . Therefore, this project may be split between two construction phases, the first occurring this spring and the second commencing at the end of the water year:

-Start date: February 7th, 2022
-Substantial completion: April 15th , 2022
-Final walkthrough: Spring 2023

TENTATIVE COMMITTEE SCHEDULE:
Finance Committee: 1/18/2022
Governing Body: 1/26/2022

PROCUREMENT METHOD:
The procurement method used was an Invitation to Bid (ITB '22/21/B)

FUNDING SOURCE:
This project will be funded through a NMED Clean Water State Revolving Fund loan with a 30-year, 1% fixed interest rate.

Project Ledger ID:
Fund Name/Number: CLEAN H20
Munis Organization Name/ Number: Stormwater/2310411
Munis Object Name/Number: WIP Construction/572970
Munis Contract Number: 3203184

RECOMMENDATION:
It is the River and Watershed Team's recommendation to approve the construction contract in the not- to-exceed amount of $1,561,109.16 for project 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall ('22/21/B).

ATTACHMENTS:
Location Map
Contract
Certificate of Insurance
ITB
Bid Tab
BAR
Summary of Contracts
Procurement Checklist

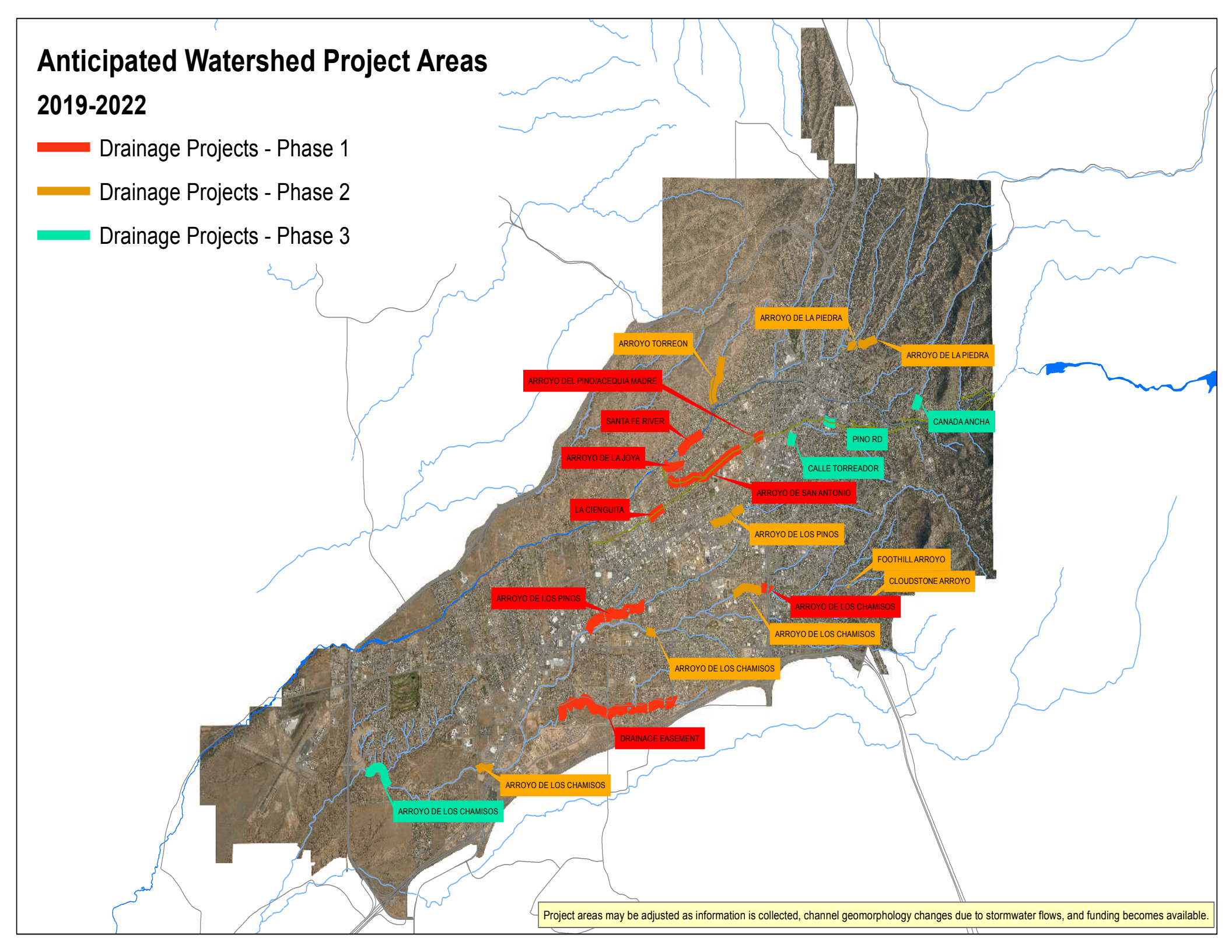
LOCATION MAP



Anticipated Watershed Project Areas

2019-2022

- Drainage Projects - Phase 1
- Drainage Projects - Phase 2
- Drainage Projects - Phase 3



Project areas may be adjusted as information is collected, channel geomorphology changes due to stormwater flows, and funding becomes available.

Item#_____
Munis Contract# 3203184

CITY OF SANTA FE

CONSTRUCTION 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 **Kimo Constructors, Inc.** hereinafter referred to asthe "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B)

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

The Contractor shall perform all the work required by the contract documents for the 500C (CWSRF 088) Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid Number '22/21/B).

The work designated 500C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of but is not limited to: channel grading, construction of bank stabilization structures, slope protection, and rehabilitation of stormwater conveyances as described in the Contract Documents.

Contractor shall be responsible for all verification of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and Federal inspections associated with construction.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Four Hundred Forty-Two Thousand One Hundred and Twenty-Five Dollars and Fifty Cents ($1,442,125.50) per Scope of Work for the base bid and additive alternatives 5, 6a and 7, such compensation not to exceed ($1,442,125.50), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this agreement totaling ($118,983.66) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,561,109.16). This amount is a maximum and not a guarantee that the work assignedto 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 withoutcompensation when the total compensation amount is reached. Contractor is responsible fornotifying 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 excessof the total compensation amount without this Agreement being amended in writing prior tothose 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat 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 **two (2) years after city signature** 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 13-1-150NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services

contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the

local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

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

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

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

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

22. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to

recover excessive or illegal payments

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Zoe Isaacson
City of Santa Fe, Public Works Department
P.O. Box 909
Santa Fe, New Mexico 87504-0909
zrisaacson@santafenm.gov

To the Contractor: Kimo Constructors, Inc.
3681 Highway 47
Bosque Farms, NM 87068
admin@kimonm.com

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR
DATE:_____

CONTRACTOR:

Kimo Constructors, Inc.

_____
NAME
VICE PRESIDENT
TITLE
DATE: 1/10/22
CRS# 02-348148-00-0
Registration # 26320060701

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

AJH
Storm Water/2310411.572970
Org. Name/Org#

Attachment 1

Scope of Work

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM: Kimo Constructors, Inc

3681 Highway 47 Bosque Farms, NM 87068
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall**

Bid No. '22/21/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

    - Advertisement for Bids
    - Instructions For Bidders
    - Bid Submittal and other required bid forms as listed herein
    - Agreement
    - Contract time of 120 weather working days
    - Form of Performance Bond
    - Form of Labor and Material Payment Bond
    - Technical Specifications
    - Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

BASE BID: TOTAL FOR TRAFFIC CONTROL DEVICES, AREA 4, AREA 6 & AREA 8			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
1	Seventy Eight Thousand Twenty Nine Dollars and Seventy Five Cents	$78,029.75	$78,029.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
2	Fifteen Thousand Five Hundred Six Dollars and Forty Cents	$15,506.40	$15,506.40
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
3	Four Thousand Three Hundred Ninety Two Dollars and Twenty Cents	$4,392.20	$4,392.20
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1110
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
4	Forty Two Dollars and Fifty Cents	$42.50	$47,175.00
602	SALVAGE AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	17
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
5	Five Hundred Eighty Four Dollars and Sixty Five Cents	$584.65	$9,939.05
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	902
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
6	Three Hundred Fifty Six Dollars and No Cents	$356.00	$321,112.00
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	672
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
7	Four Hundred Sixty Three Dollars and Ten Cents	$463.10	$311,203.20
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	26

	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
8	Three Hundred Forty Three Dollars and Seventy Cents	$343.70	$8,936.20
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	43
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
9	Four Hundred Thirty Four Dollars and Forty Cents	$434.40	$18,679.20
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	2250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
10	Thirteen Dollars and Ninety Five Cents	$13.95	$31,387.50
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
11	Seventeen Thousand Eight Hundred Forty One Dollars and Seventy Cents	$17,841.70	$17,841.70

TOTAL AMOUNT BASE BID (Excluding NM Gross Receipts Tax)

$ $864,202.20

Dollars and Cents

Written in NUMBERS Eight Hundred Sixty Four Thousand Two Hundred Two Dollars and Twenty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $72,917.06

Dollars and Cents

Written in NUMBERS Seventy Two Thousand Nine Hundred Seventeen Dollars and Six Cents

TOTAL AMOUNT BASE BID (Including NM Gross Receipts Tax)

$ $937,119.26

Dollars and Cents

Written in NUMBERS Nine Hundred Thirty Seven Thousand One Hundred Nineteen Dollars and Twenty Six Cents

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13	Two Thousand Fifty Two Dollars and Ninety Five Cents	$2,052.95	$2,052.95
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14	Eight Hundred Eighty Dollars and Thirty Five Cents	$880.35	$880.35
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15	Sixty One Dollars and Forty Five Cents	$61.45	$3,748.45
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1103
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16	Twenty Nine Dollars and Ninety Five Cents	$29.95	$33,034.85
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17	Twenty Three Thousand Three Hundred Forty Nine Dollars and Fifteen Cents	$23,349.15	$23,349.15
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18	Three Hundred Seventy One Dollars and Twenty Five Cents	$371.25	$30,442.50
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
19	Two Hundred Forty Seven Dollars and Twenty Cents	$247.20	$10,135.20

19			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	322
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
20	Three Hundred Twenty Two Dollars and Eighty Five Cents	$322.85	$103,957.70
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
21	Three Hundred Dollars and Seventy Five Cents	$300.75	$4,210.50
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
22	Five Hundred Eighty Seven Dollars and Fifty Cents	$587.50	$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	1760
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
23	Eight Dollars and Ninety Cents	$8.90	$15,664.00
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
24	Thirteen Thousand Fifty Seven Dollars and Twenty Cents	$13,057.20	$13,057.20

TOTAL AMOUNT ADDITIVE ALTERNATIVE 7: AREA 7 (Excluding NM Gross Receipts Tax)

$ $262,000.60

Dollars and Cents

Written in NUMBERS Two Hundred Sixty Two Thousand Dollars and Sixty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $22,106.30

Dollars and Cents

Written in NUMBERS Twenty Two Thousand One Hundred Six Dollars and Thirty Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 7: AREA 7 (Including NM Gross Receipts Tax)

$ $284,106.90

Dollars and Cents

Written in NUMBERS Two Hundred Eighty Four Thousand One Hundred Six Dollars and Ninety Cents

ADDITIVE ALTERNATIVE 6A: LA JOYA ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
25	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
26	Three Thousand Eight Hundred Twenty Six Dollars and Thirty Five Cents	$3,826.35	$3,826.35
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Bid Amount Written In NUMBERS:*
27	Four Hundred Sixteen Dollars and No Cents	$416.00	$416.00
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	370
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
28	Thirty Nine Dollars and No Cents	$39.00	$14,430.00
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	232
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
29	Thirty Seven Dollars and Fifteen Cents	$37.15	$8,618.80
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
30	Twenty Five Thousand Forty Six Dollars and Five Cents	$25,046.05	$25,046.05
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	328
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
31	Three Hundred Twenty Nine Dollars and Twenty Cents	$329.20	$107,977.60
602	FURNISH AND INSTALL CLASS C RIP RAP	C. Y.	11
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
	One Hundred Fifty Two Dollars and Seventy Five Cents	$152.75	$1,680.25

32			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	96
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
33	One Hundred Eighty Six Dollars and Eighty Five Cents	$186.85	$17,937.60
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
34	Five Hundred Eighty Seven Dollars and Fifty Cents	$587.50	$11,750.00
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	290
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
35	Fourteen Dollars and Forty Five Cents	$14.45	$4,190.50
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
36	Ten Thousand Six Hundred Ninety Dollars and Sixty Cents	$10,690.60	$10,690.60

TOTAL AMOUNT ADDITIVE ALTERNATIVE 6A: AREA 6A (Excluding NM Gross Receipts Tax)

$ $216,261.50

Dollars and Cents

Written in NUMBERS Two Hundred Sixteen Thousand Two Hundred Eighty One Dollars and Fifty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $18,248.75

Dollars and Cents

Written in NUMBERS Eighteen Thousand Two Hundred Forty Eight Dollars and Seventy Five Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 6: AREA 6A (Including NM Gross Receipts Tax)

$ $234,530.25

Dollars and Cents

Written in NUMBERS Two Hundred Thirty Four Thousand Five Hundred Thirty Dollars and Twenty Five Cents

ADDITIVE ALTERNATIVE 5: AREA 5			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
37	Nine Thousand Seven Hundred Seventeen Dollars and Seventy Five Cents	$9,717.75	$9,717.75
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
38	One Thousand Three Hundred Fifty Four Dollars and Ten Cents	$1,354.10	$1,354.10
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
39	Four Hundred Sixteen Dollars and No Cents	$416.00	$416.00
203	EARTHWORK (EXCAVATION AND COMPACTED BACKFILL)	C.Y.	16
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
40	Ninety Dollars and Forty Cents	$90.40	$1,446.40
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	119
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
41	Three Hundred Twenty Nine Dollars and Eighty Five Cents	$329.85	$39,252.15
602	FURNISH AND INSTALL CLASS C RIP RAP (HAND PLACED)	C.Y.	9
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
42	One Hundred Eighty Two Dollars and Seventy Cents	$182.70	$1,644.30
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
43	One Hundred Eighty Two Dollars and Eighty Five Cents	$182.85	$2,559.90
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	170
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
	Twenty Five Dollars and Twenty Five Cents	$25.25	$4,292.50

44			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
45	Seven Thousand Nine Dollars and Thirty Cents	$7,009.30	$7,009.30

TOTAL AMOUNT ADDITIVE ALTERNATIVE NO. 5: AREA 5 (Excluding NM Gross Receipts Tax)

$ $67,692.40

Dollars and Cents

Written in NUMBERS Sixty Seven Thousand Six Hundred Ninety Two Dollars and Forty Cents

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$ $5,711.55

Dollars and Cents

Written in NUMBERS Five Thousand Seven Hundred Eleven Dollars and Fifty Four Cents

TOTAL AMOUNT ADDITIVE ALTERNATIVE 5 AREA 5 (Including NM Gross Receipts Tax)

$ $73,403.95

Dollars and Cents

Written in NUMBERS Seventy Three Thousand Four Hundred Three Dollars and Ninety Four Cents

APPLICABLE TO BASE BID AND ALL ALTERNATIVES

621	RE-MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
46	Thirty One Thousand Nine Hundred Forty Eight Dollars and Eighty Cents	$31,948.80	$31,948.80

2. The city reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest combination of base bad and alternate(s).

3. Bidder has bid on all items.

4. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

5. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	12/9/2021	Desiree Jojola	12/9/2021
2	12/20/2021	Desiree Jojola	12/20/2021

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

6. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

7. Security in the sum of five (5) percent of the amount bid in the form of (check one):
   __X____ Bid Bond_____Certified Check

   is attached hereto in accordance with the "Instructions for Bidders".

8. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)

ONE ELECTRONIC COPY OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder Kimo Constructors, Inc

By: _____
(Signature)

Title: Vice President

Date: 12/28/2021

Official Address: 3681 Highway 47 Bosque Farms, NM 87068

Telephone No. 505-869-9311

New Mexico Contractor's License Number and Types: 60316, GA 01, 03, 04 , 05, GB98, GF98

United States Treasury Number: 74-2845550

New Mexico State Residence Preference Certificate Number, if any:

L0205740848

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall
BID # '22/21/B
ADDENDUM NO. 1
December 9, 2021

Clarifications for the plans and project manual (Bid Book):

1. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 15 – Earthwork (Excavation & Compacted Backfill) shall be corrected to read 61 CY.
2. The quantity in the Bid Schedule* for Additive Alternative 7: Area 7 – Alejandro St. Rundown, Bid Item No. 16 – Remove Excess Material from Site shall be corrected to read 1,103 CY.

   *a revised copy of Page 25 of 89 of the Bid Book is attached to this addendum.

3. On Sheet 4 of the Construction Drawings for the 500 C (CWSRF 088) – Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall dated November 15, 2021, The Summary of Earthwork Table shall be replaced with the following corrected table:

		CUT	FILL	NET	
BASE BID	AREA 4	46	9	36	CUT
	AREA 6	987	338	649	CUT
	AREA 8	77	728	651	FILL
		1,110	1,075		
		BASE BID NET CUT		35	CY

		CUT	FILL	NET	
ADD. ALT 7	AREA 7	1,164	61	1,103	CUT
		ALT. 7 NET CUT		1,103	CY

		CUT	FILL	NET	
ADD. ALT. 6A	AREA 6A	370	137	232	CUT
		ALT. 6A NET CUT		232	CY

		CUT	FILL	NET	
ADD. ALT. 5	AREA 5	16	16	0	FILL
		ALT. 5 NET CUT		0	CY

Questions and answers from the Pre-bid Meeting, 12/7/2021:

Q1: How do we solicit bids from disadvantaged subcontractors?

A1: The City sent a link to the contractors for the Horizons website: http://horizonsofnewmexico.org

Q2: Please provide clarity on the XP-215 form/requirement, the link does not provide the answers the Contractors need.

A2: The XP-215 MBW/WBE/SBRA Utilization Form is located in Appendix B of the bid book and is listed as item 2 on the second page of Appendix B under Required Federal Forms.

Q3: Please verify property ownership at Alejandro St potential access location.

A3. The property to the west of Alejandro Street is private property. However, city property begins just north of the guardrail at the end of Alejandro Street. There is also city-owned property at end of La Joya Street- please see map below:



Q4: Why are the unit prices per traffic control component listed out while still asking for a lump sum quote in the base bid, in addition to lump sum for the subsequent alternatives?

A4: Please disregard the table titled "Section 702 – Traffic Control Devices for Construction" included as page 22 of the Bid Book. The Contractor is not required to submit unit prices for traffic control devices. The Contractor will be required to submit for approval by the Project Manager a Traffic Control Plan for the work in accordance with Bid Book Article F.10 – Section 702 Traffic Control Devices During Construction. Bid Item Numbers 11, 24, 36, and 45 listed for Traffic Control in the Bid Schedule are to be bid at the lump sum unit price for each of these bid items.

Q5: When will the project be awarded?

A5: Tentative award date is 1/26/2022.

Q6: Will a confirmation of receipt of bid be provided from the emailed submittal?

A6: The contractor must request a read receipt, by selecting this option in their email settings, when submitting their bid via email (requesting a read receipt in writing, in the body of the email, will not guarantee a reply)

Q7: Will the City's website be updated to reflect the readable plan set that was distributed by email?

A7: Please see City of Santa Fe website (https://www.santafenm.gov/bids_rfps/detail/2221b) for a link to download a corrected set of Construction Drawings.

Q8: Will the City consider pushing the bid due date to the first week in January, or later?

A8: No.

Q9: Please clarify the diameter for trees to be saved in all areas of work.

A9: Contractor shall clear and grub existing non-native trees from within limits of disturbance with a diameter at breast height (DBH) caliper less than 6 inches. Any tree to be removed greater than 6 inches in diameter must receive approval by Public Works, prior to removal.

Q10: For bonding purposes, what is the estimated range by the City of Engineer's estimate for this project?

A10: Construction cost for the Base Bid is estimated to range between $600-750 thousand dollars. Construction Cost for the complete project (Base Bid + 3 Additive Alternatives) is estimated to range between $900 thousand and 1.6 million dollars.

Q11: Please identify the two quarries the City has worked with for boulders for such projects? Do they provide boulders that meet the density requirements as outlined in the proposal?

A11: Two sources that have provided limestone boulders on previous projects include: New Mexico Travertine (Belen, NM) and the Tijeras Quarry. The Contractor is responsible for verification that any potential source of boulders can meet the material specifications for the project quantities.

Q12: How will testing be covered?

A12: Testing will be done in compliance with the NMDOT testing requirements; however, once acceptable test results have been obtained for a specific type of work (e.g. subgrade compaction for grouted rundowns) if the process used to obtain those results is documented and followed on subsequent structures, to the satisfaction of the City's representative, additional testing for that same type of work may be waived. Costs and conduct of testing will be the responsibility of the Contractor, and will be incidental to the unit costs for the respective work.

All other pertinent information to remain the same.

Desiree Jojola
RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	61
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15			
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1103
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
19			

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization:
Ricardo Bridge to the Don Jose Outfall
BID # '22/21/B
ADDENDUM NO. 2
December 20, 2021

Clarifications for the plans and project manual (Bid Book):

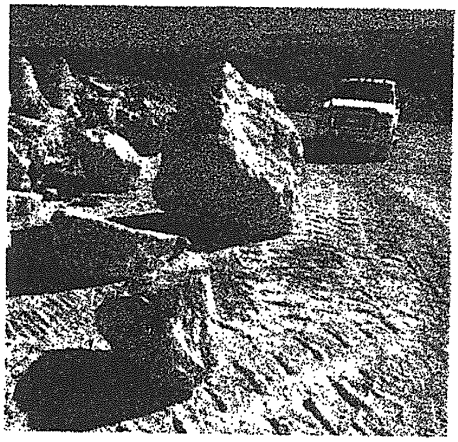
1. The following two verification letters from the U.S. Army Corps of Engineers (copies attached to this Addendum) are incorporated into the bid documents by reference:
    a. Reverification of Nationwide Permit 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration (12/6/2021)
    b. Reverification of Nationwide Permit 13 Bank Stabilization – Action No. SPA 2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair (12/16 /2021)

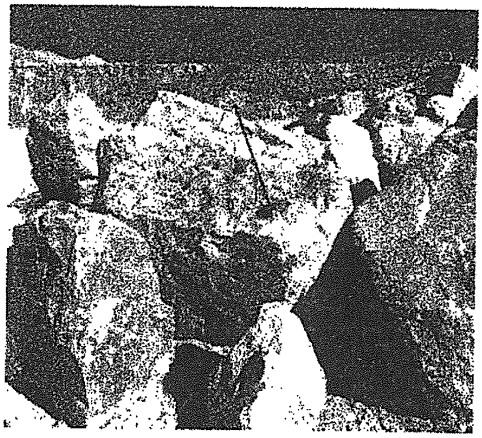
Questions and answers:

Q1: You mentioned a possible rock source: Tijeras, NM. Do you have any names of the pit owners, also the exact location?

A1: The City does not have contact information for pit owners in Tijeras, does not know the exact location of the pit, and does not know if the pit is still operating. Another potential rock source that prospective bidders may consider is the Tinaja Pit, operated by C&E Concrete near Grants, NM. The following contact information is provided:

C&E Concrete
Tinaja Pit (Lat/Long: 35.044465, -108.220926)
Chris Meech
505.287.2944





All other pertinent information to remain the same.

Desiree Jojola
RECEIPT ACKNOWLEDGE BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves bidder of obligation of the compliance with any terms and conditions stated in the addenda.

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 3 Maintenance for the Santa Fe River Restoration project. The project site is located at approximately latitude 35.6846, longitude -105.9672, Santa Fe County, New Mexico. The work, as described in your request, will consist of minor maintenance of an existing boulder cross vane and includes installation of a grouted rock ramp at the boulder cross vane described in the request.

Specifically, and as shown in the attached plans (sheet 7, area 4), this U.S. Army Corps of Engineers (Corps) Clean Water Act, Section 404 verification authorizes the permanent discharge of approximately 41 CY of fill material into approximately 0.04 acres of intermittent channel, specifically the Santa Fe River, for the purpose of maintenance and repair associated with the Santa Fe River Restoration Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 3 Maintenance. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/ .

Please refer to identification number SPA-2009-00765-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,

Justin Riggs
Senior Project Manager

Enclosure

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 6, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2009-00765-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 3- Maintenance

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

_____ _____
Signature of Permittee Date

Encl 1

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Reverification- Action No. SPA-2020-00036-ABQ
Santa Fe River at La Joya Street River Bank Stabilization Repair

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

The U.S. Army Corps of Engineers (Corps), Albuquerque District, is responding to your request dated November 16, 2021, submitted to us for reverification of authorization under NWP 13 Bank Stabilization for the Santa Fe River at La Joya Street River Bank Stabilization Repair project. The project site is located at approximately latitude 35.6778, longitude -105.9763, Santa Fe County, New Mexico. The work, as described in your request will consist of bank stabilization activities to include re-sloping eroded banks, installation of boulder retaining wall and boulder sills. Re-vegetation of banks and slopes that includes willow live stake plantings and seeding with native riparian mix to protect against erosion will also occur.

Specifically, and as shown in the attached construction drawings dated June 29, 2018, this verification would authorize the permanent discharge of approximately 152 cubic yards (CY) of fill material into 300 linear feet (LF) (0.08 acre) of the Santa Fe River, and the temporary discharge of approximately 210 CY into 0.42 acre (300 LF) of the same section of the Santa Fe River for the purpose of bank stabilization associated with the Santa Fe River at La Joya Street River Bank Stabilization Repair Project.

Based on the information provided, the Corps has determined that activities associated with the project are authorized by 2017 NWP 13 Bank Stabilization. A summary of this NWP and the 2017 New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect federally listed species or their critical habitat. Additionally, project will have no adverse effect on historic properties. However, these determinations may be invalidated if the project is not

completed as authorized or you did not provide accurate information in your submitted documents.

This permit verification is valid until March 18, 2022, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/ .

Please refer to identification number SPA-2020-0036-ABQ in any correspondence concerning this project. If you have any questions, please contact me by email at Tyler.J.Marye@usace.army.mil, or telephone at 505-342-3111.

Sincerely,

Winston Zack

Winston Zack
Regulatory Archaeologist, RTS, M.S.

Enclosure

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS

December 16, 2021

COMPLIANCE CERTIFICATION

Action Number: SPA-2020-00036-ABQ

Name of Permittee: City of Santa Fe, Melissa McDonald

Nationwide Permit: 13- Bank Stabilization

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following email:

Tyler Marye
U.S. Army Corps of Engineers, Albuquerque District
Tyler.J.Marye@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

_____ _____
Signature of Permittee Date

Encl 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2022

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	CONTACT NAME: Sherryl Quint	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: squint@downeyandco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Companies	20443
INSURED KIMO Constructors, Inc. 3681 State Highway 47 Bosque Farms NM 87068	INSURER B : Builders Trust of New Mexico	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21/22 Multi **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6079218395	08/25/2021	08/25/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6079223189	08/25/2021	08/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6079226707	08/25/2021	08/25/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6576	01/01/2022	01/01/2023	[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

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

RE: 500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB 22/21/B). City of Santa Fe is recognized as additional insured, as their interest may appear, per policy provisions.

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
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

Sherryl L Quint

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City of Santa Fe, New Mexico

"REQUEST FOR BID"

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

BID # 22/21/B

BID DUE: December 28, 2021 at 2:00 P.M.
ELECTRONIC SUBMITTAL REQUIRED
EMAIL BIDS TO: purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505

I, John M. Critchfield, Registered Professional Engineer No. 21128, hereby certify that this document was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

John M. Critchfield PE 21128

TABLE OF CONTENTS

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

CITY OF SANTA FE, NEW MEXICO

Table of Contents

TABLE OF CONTENTS 2

A. BIDDING DOCUMENTS 4

A.1. INVITATION to BID 4

A.2. BID SCHEDULE 8

A.3. INSTRUCTION TO BIDDERS 10

A.4. SPECIAL CONDITIONS 15

A.5. EXCEPTIONS TO SPECIFICATIONS 17

BID # '22/21/B 17

A.6. BID SUBMITTAL 19

A.7. BID FORM 21

A.8. BID BOND 33

A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY 34

A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES 35

A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER 36

A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR 37

A.13. SUBCONTRACTS 38

A.14. SUBCONTRACTOR LISTING 39

B. CONTRACT DOCUMENTS 40

B.1. CONSTRUCTION AGREEMENT 40

B.2. PERFORMANCE BOND 47

B.3. LABOR AND MATERIAL PAYMENT BOND 49

C. CONTRACTUAL SPECIFICATIONS 51

C.1. STANDARD SPECIFICATIONS 51

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE 51

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS 51

C.4. SPECIAL PROVISION FOR APPRENTICES 52

C.5. CITY OF SANTA FE LIVING WAGE ORDINANCE 53
C.6. STATE WAGE DECISION 55
D. NOTICE TO CONTRACTORS 55
D.1. CONTRACT TIME 55
E. STANDARD SPECIFICATIONS AND GENERAL CONDITIONS 56
E.1. STANDARD SPECIFICATIONS 56
E.2. GENERAL PROVISIONS 57
F. SPECIAL PROVISIONS 68
F.1. SECTION 303: GRADED GRAVEL FILTER 69
F.2. SECTION 206: EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR 70
STRUCTURES 70
F.3. SECTION 570: PIPE CULVERTS 71
F.4. SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS 73
F.5. SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES 75
F.6. SECTION 621: MOBILIZATION 77
F.7. SECTION 603: TEMPORARY EROSION AND SEDIMENT CONTROL 78
F.8. SECTION 632: REVEGETATION 81
F.9. SECTION 664: LANDSCAPE PLANTING 83
F.1. SECTION 801: CONSTRUCTION STAKING BY THE CONTRACTOR 84
F.10. SECTION 702 TRAFFIC CONTROL DEVICES DURING CONSTRUCTION 87
CITY OF SANTA FE SAMPLE COSNTRUCTION CONTRACT
APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS
APPENDIX B: U.S. EPA SUPPLEMENTAL CONDITIONS

A. BIDDING DOCUMENTS

A.1. INVITATION to BID
SOLICITATION NO. '22/21/B

This bid is for the purpose of procuring the following:

Construction Services for 500C (CWSRF 088) - Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Drain Outfall

The construction services will include the repair and installation of boulder bed and bank protection structures, channel excavation, backfill and grading, installation of willow and cottonwood pole plantings, and other erosion protection improvements in the Santa Fe River between the Ricardo St. pedestrian bridge and the vicinity of the Calle Don Jose Storm Drain Outfall.

Bidders are invited to submit Base Bid and bids on three (3) Additive Alternatives. Alternatives are listed in order of priority rather than numerically.

Two sets of construction drawings are referenced in this project. The drawings titled "Santa Fe River Flood Damage Repair" dated 6/28/2019 contain all proposed work for Areas 4 and 8 of the Base Bid and Additive Alternative 5 (Area 5). The drawings titled "Santa Fe River & Trail (Phase 3B) River Bank and Rock Rundown Repairs" dated June 29, 2018 contain the remaining part of the Base Bid (Area 6) and Additive Alternative 6A and Additive Alternative 7.

The Base Bid includes: the repair work for the construction of a grouted boulder ramp located downstream of Ricardo Road pedestrian bridge (Area 4), the installation of a boulder retaining wall along south bank of Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings (Area 6) and the repair of an existing boulder cross vane structure located approximately 300 feet downstream of Alejandro Street (Area 8).

Additive Alternative 5 to the Base Bid includes the work identified in the drawings dated 6/28/2019 for the construction of a stormwater drainage rundown feature downstream of the Ricardo Rd. pedestrian bridge on the south bank of the Santa Fe River (Area 5).

Additive Alternative 6A to the Base Bid includes the work identified in drawings dated 6/29/2018 for the construction of a stormwater drainage rundown feature at the end of La Joya Street on the south bank of the Santa Fe River, including boulder stabilization structures and installation of willow and cottonwood pole plantings and other drainage improvements (Area 6A).

Additive Alternative 7 to the Base Bid includes the work identified in the drawings dated 6/29/2018 for construction of a stormwater drainage rundown feature at the end of

Alejandro Street on the south bank of the Santa Fe River, including boulder stabilization structures and the installation of willow and cottonwood pole plantings (Area 7).

This project is wholly funded with United States Environmental Protection Agency funds, and therefore must comply with all applicable federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500. **Please note this is a non-point source project.**

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements#sixgoodfaithefforts. The Bidder must make a good faith effort to solicit and hire Disadvantaged Business to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid, 3) Submit with the bid proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid rejected. See Appendix B for the complete Supplemental Conditions including forms that are required to be completed by the Contractor as a condition of the Clean Water State Revolving Loan Funding used for this Project.

Questions concerning this solicitation by be directed to the Chief Procurement Officer, Fran Dunaway at: fadunaway@santafenm.gov. Fran Dunaway, Chief Procurement Officer.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole.

Solicitation documents may be reviewed at the Engineering Division of the City and at the following plan rooms:

Builders News & Plan Room
3435 Princeton Dr. NE
Albuquerque, NM 87107
http://buildersplanroom.com.lobo.com/
Email: buildersnews@live.com

Construction Reporter
1609 2nd Street, NW
Albuquerque, NM 87102-1446
Email: jane@constructionreporter.com

McGraw-Hill Dodge/Plans
http://dodge.construction.com/plans/
Email: nancy_mckeehan@mcgraw-hill.com

Colorado Plan Room
coloradoplanroom@isqft.com

OBTAINING SOLICITATION DOCUMENTS: Plan drawings, specifications and sample contract documents may be obtained online, or by requesting a copy at the following address:

City of Santa Fe, Public Works Department
River & Watershed Section
City of Santa Fe Market Station Offices
500 Market Street, Suite 200
Santa Fe, New Mexico 87501
505-955-6631

Each bidder must conform to the conditions specified in the section entitled "Information to Bidders".

The bid shall also include a signed “Certificate of Bidder Regarding Equal Employment Opportunity", "Certificate of Non-Segregated Facilities”, a signed "Non-Collusion Affidavit of Prime Bidder", “Subcontractor Listing”, and "Acknowledgement for Receipt of Addenda". The successful bidder shall, upon notice of award of contract, secure from each of his/her subcontractors a signed "Non-Collusion Affidavit of Subcontractor". Bidders must possess the applicable licensure to perform the work under this contract, provided for in the New Mexico Construction Industries Rules and Regulations.

The Bidding Documents contain a time for completion of the work by the successful bidder and further imposes liquidated damages for failure to comply with that time.

Performance Bond and Labor & Material Payment Bond, each 100% of the Contract sum, will be required of the successful bidder entering into the construction contract.

Bids will be held for sixty (60) days subject to action by the City.

OWNERS RIGHTS RESERVED: The City of Santa Fe, herein called the City, reserves the right to reject any or all bids and to waive any formality or technicality in any bid in the best interest of the City.

MANDATORY PRE-BID CONFERENCE: A pre-bid conference will be held for this project onsite, December 7, 2021 at 10:00 AM, at the Ricardo Street Pedestrian Crossing on the Santa Fe River (Lat: 35.678893, Long: -105.974474).

The work to be performed with this project consists of furnishing all equipment, labor, and materials for the **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall** , in accordance with the drawings, specifications, and other contract documents.

The project is subject to New Mexico Department of Workforce Solutions, Public Works Bureau (formerly NM Dept. of Labor, Labor and Industrial Division) Wage Rate Decision No. SF-21-2317-A has been assigned to this project.

EQUAL OPPORTUNITY IN EMPLOYMENT: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. Bidders on this work will be required to comply with the Presidents Executive Order No. 11246 as amended.

A.2. BID SCHEDULE
BID # '22/21/B

1. ISSUANCE OF BIDS — November 25, 2021

2. PRE-BID CONFERENCE (Mandatory): — December 7, 2021
Onsite at Ricardo Road Pedestrian Crossing (Lat: 35.678893, Long: -105.974474).

Note: During the Pre-Bid Conference attendees shall observe all federal, state and local health and safety protocols and mandates with regard to the COVID-19 pandemic.

All questions shall be submitted in writing, either at the time of the Pre-Bid Conference or by e-mail as stipulated in the Instructions to Bidders. Responses to questions will be issued by addendum.

3. ELECTRONIC BID SUBMITTAL DEADLINE: December 28, 2:00 P.M., MST local prevailing time.

Electronic submittal of Bids shall include the following information in the email: the project title, name and address of the bidder, N.M. License Number, and accompanied by the Bid Security, list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The email shall be addressed to:

purchasing@santafenm.gov
PURCHASING OFFICE
CITY OF SANTA FE
SANTA FE, NEW MEXICO 87505

4. BID OPENING: Due to the COVID-19 Pandemic, the Bid opening will be accomplished through a Zoom meeting as follows:

Time: Dec 28, 2021 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://santafenm-gov.zoom.us/j/86113456017?pwd=eGtxdlhCWXpRYkNJcE9WUHhqOStIZz09

Meeting ID: 861 1345 6017

Passcode: 762357
One tap mobile
+12532158782,,86113456017#,,,,*762357# US (Tacoma)
+13462487799,,86113456017#,,,,*762357# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 861 1345 6017
Passcode: 762357
Find your local number: https://santafenm-gov.zoom.us/u/kj1yoC3Dp

A.3. INSTRUCTION TO BIDDERS

Bids are requested by City of Santa Fe for **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall** in accordance with bidding documents supplied by the City of Santa Fe, Public Works Department.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located in or adjacent to the City of Santa Fe, New Mexico. The work consists of furnishing all equipment, labor, and materials for construction of the grades, control structures, slope protection, and outfalls into the channel.

2. SPECIFICATIONS AND BIDDING DOCUMENTS:

    a. SPECIFICATIONS: The construction of this project will be in accordance with the NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION 2019 Edition (NMDOT SSHBC).

    b. PLANS AND BIDDING DOCUMENT DEPOSIT: No monetary deposit for plans and contract documents is required as stated in the "Advertisement for Bids". Electronic copies of plan drawings, specifications, and contract documents will be made available online. An additional four (4) sets of bidding documents will be furnished to the successful bidder at no additional charge. Any additional sets requested will be issued to the successful bidder by the Engineer at the cost of reproduction.

3. DEFINED TERMS: Terms used in these Instructions to Bidders have the meanings assigned to them in Section 101 of the NMDOT (or SSHBC) Standard Specifications as modified.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE: Before submitting his/her bid, each bidder must;
    (a) examine the bidding documents thoroughly,
    (b) visit the project site(s) to familiarize himself/herself with local conditions that may in any manner affect performance of the work,
    (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and
    (d) carefully correlate his/her observations with the requirements of the bidding documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

5. COPIES OF BIDDING DOCUMENTS:

    a. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may be obtained as indicated therein. Any required deposit(s) for Bidding Documents will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

    b. Complete sets of Bidding Documents shall be used in preparing Bids; the City of Santa Fe does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

    c. The City of Santa Fe, in providing for copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

6. INTERPRETATIONS:
   All questions concerning this solicitation shall be submitted by e-mail to EACH of the following:
   - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
   - Project Engineer of Record, John Critchfield, PE, john@wjmillerengineers.com
   - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacon@santafenm.gov

   Replies will be issued by Addenda e-mailed or delivered to all parties recorded by the City of Santa Fe as having received the Bidding Documents. Questions and requests for interpretation received less than ten (10) calendar days prior to the Bid opening date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. BID SECURITY: Bid security, made payable to the City of Santa Fe, in the amount of 5% of the amount of the bid shall accompany the bid submittal and must be in the form of a certified or bank cashier's check or a bid bond issued by a surety licensed to conduct business in the State of New Mexico. The Bid Security of the successful bidder will be retained until he/she has executed the Construction Agreement and furnished the required Contract Security, If he/she fails to execute and deliver the Construction Agreement and furnish the required Contract Security within 10 days of the Notice of Award, the City may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either the seventh day after the executed Construction Agreement is delivered by the City to Contractor and

the required Contract Security is furnished or the sixty-first day after the bid opening, whichever is earlier. Please note a person engaged in the construction business who does not have a principal place of business in New Mexico and who enters into a prime construction contract to be performed in this state must also, at the time such contract is entered into, furnish a surety bond for gross receipts tax.

When the Bidding Documents require Bid security, noncompliance by the Bidder requires that the Bid be rejected.

8. Pre-Bid Conference: The City of Santa Fe shall conduct a **mandatory** Pre-Bid Conference prior to the Bid opening date stated in the Invitation for Bid.

   a. The City of Santa Fe and consultants, as applicable, shall be represented. Prospective Bidders and Prospective Subcontractors should ask questions regarding clarification of the Bidding Documents either during the Pre-Bid Conference or by submitting a question as outlined in section 4.3.3 below. The failure of a Bidder, Subcontractor, or Vendor to make inquiries shall be interpreted to mean that the Bid Documents are clear and acceptable. Such clarity and acceptability shall be presumed with respect to all Bidders.

   b. Questions and requests for clarification are to be presented in written form and e-mailed to each of the following:

      - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
      - Project Engineer of Record, John Critchfield, PE john@wjmillerengineers.com
      - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacson@santafenm.gov

   c. Responses will be written and issued electronically as Addenda. No verbal response shall be binding.

9. CONTRACT TIME: The number of days for the completion of work (the contract time) is set forth in the Bid Form and will be included in the executed Construction Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

    a) The Bidder, in the bid documents, must identify in writing to the City those portions of the work that he/she proposes to subcontract.

    b) Registration with the New Mexico Department of Workforce Solutions, Public Works Bureau. A contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions, Public Works Bureau. The registration number shall be provided in the bid

submitted for the contractor in the space provided and for subcontractors with work proposed over $60,000 on the subcontractor form. After the bid opening, the registration number(s) will be verified by the City and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be not valid and the contractor does not provide proof of the required registration for itself or its subcontractors.. It is the responsibility of the contractor and the subcontractors to ensure the registration is completed prior to the bid opening.

c) The Bidder shall list all subcontractor names, city or county of the place of business, and type of work to be performed. The contractor shall list only one subcontractor for each category defined.

d) The threshold amount for this project is $5,000 or one-half of one percent of the Architect's or Engineer's Estimate of the total project cost, not including alternates, whichever is greater. The General Contractor must list all Subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practice Act (13-4-31 through 13-4-43 NMSA 1978) shall apply.

Please note that the prime contractor and subcontractor(s) over the listing threshold must be registered on SAM.gov and have a DUNS number. A SAM.gov registration and DUNS number listing is attached for your use

e) Please see Appendix B: Supplemental Conditions for federal requirements.

11. PREPARATION OF BID: All blank spaces for bid prices must be filled in, ink or type written. Bids shall be saved in an electronic format such as (.pdf) or similar.

12. ADDENDA AND INTERPRETATIONS: No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

    Every request for such interpretations should be via email to EACH of the following:

    - Chief Procurement Officer, Fran Dunaway, fadunaway@santafenm.gov
    - Project Engineer of Record, John Critchfield, PE john@wjmillerengineers.com
    - City of Santa Fe Project Manager, Zoe Isaacson, zrisaacson@santafenm.gov

To be given consideration requests must be received at least five (5) days prior to the date fixed for the opening of the Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

13. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said laws shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, bidder is notified that criminal laws shall apply prohibiting bribes, gratuity, and kick-backs. Please see Appendix B: Supplemental Conditions.

15. **METHOD OF AWARD**

The award will be made to the bidder who meets or exceeds all specifications and provides the lowest qualified Base Bid, OR Base Bid plus Additive Alternative(s), whichever is awarded. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to the Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

16. **PUBLIC INFORMATION**
All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the City's Chief Procurement Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

17. **BRAND NAMES**
All brand names specified in this bid are to imply "or equal". Bidder should include enough information with the bid submitted so this determination can be made.

18. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 28-1, effective on March 1, 2021 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

A.4. SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

6. **INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**
Per the Prompt Payment Act NMSA §57-28-5, please note a local public body may make payment within forty-five days after submission of an undisputed request for payment when grant money is a source of funding if the following language is included in the bid documents/construction contract and on each page of the construction plans:

"Notice of Extended Payment Provision - This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment."

8. **DEFAULT**
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, 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 cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming

aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the 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 suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**
   By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**
    In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

A.5. EXCEPTIONS TO SPECIFICATIONS

BID # '22/21/B

Bidder is required to submit, electronically, **a complete copy** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (_____) All specifications, terms and conditions are met.
b. (_____) Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of two year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory completion of project. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

_____

_____

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff.

Date of delivery after notice to proceed:

120 Weather Working Days

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget.

BIDDER'S:

_____

Firm

_____

Address

_____

Authorized Signature

_____

Print Name

_____

Position

_____ _____

Phone Number Fax Number

_____

Date

A.6. BID SUBMITTAL

To the City of Santa Fe, State of New Mexico, and Owner:

The undersigned proposes to furnish and deliver all the material and labor, and to do all the work required in the construction of the **500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B**, City of Santa Fe, in Santa Fe County, State of New Mexico, according to the plans and specifications therefore and at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid submittal as principals are those named herein; that the bid submittal is made without collusion with any person, firm or corporation; that he/she has carefully examined the specifications, including special provisions, if any, and that he/she has made a personal examination of the site of the work, that he/she is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he/she understands that the quantities are approximate only and subject to increase or decrease, and that he/she is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement and required bonds within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after receiving notification of the acceptance of this bid submittal, and it is hereby mutually understood and agreed that in case we do not, we forfeit the accompanying check or bid bond to the City of Santa Fe as liquidated damages, and the said City of Santa Fe may proceed to award the contract to others.

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work within the time allowed by the construction agreement.

Substantial completion of the work shall mean complete and ready for acceptance and use of all work related to the drainage improvement described in the contract documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% of the Contract amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for two years from the final completion acceptance

date. The undersigned will be notified prior to the termination of the two-year warranty period if any repairs or maintenance is needed and shall be completed before the warranty period ends.

2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of _____ _____dollars $_____drawn to the order of the City of Santa Fe.

_____
Signature-Title

(Corporate Seal)

_____
Corporate Name

_____
Address

(Names of individual members of firms or names and titles of all officers of Corporation.)

_____

_____

_____

Corporation organized under the laws of the State of

_____

_____
N.M. Contractor's License No. & Type

NM Dept. of Workforce Solutions, Public Works Bureau
Labor Enforcement Fund Registration Number: _____

[A Subcontractor NM Dept. of Workforce Solutions, Public Works Bureau Enforcement Labor Fund Registration Number, on work over $60,000 must be listed on Subcontractor listing.]

A.7. BID FORM

CITY OF SANTA FE
CONTRACTING AGENCY AND OWNER

FROM:_____

_____
hereinafter called "Bidder".

TO: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: **500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall**

Bid No. '22/21/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

    - Advertisement for Bids
    - Instructions For Bidders
    - Bid Submittal and other required bid forms as listed herein
    - Agreement
    - Contract time of 120 weather working days
    - Form of Performance Bond
    - Form of Labor and Material Payment Bond
    - Technical Specifications
    - Everything else included in the Project Manual and the Drawings.

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed documents.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

SECTION 702 - TRAFFIC CONTROL DEVICES FOR CONSTRUCTION					
SUPPORTING SECTION	DEVICE DESCRIPTION	UNIT OF MEASURE	QTY.	UNIT COST	TOTAL COST
SS 702	CONSTRUCTION SIGNING	SQ. FT.			
SS 702	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LIN. FT.			
SS 702	BARRICADE, TYPE I	EACH			
SS 702	BARRICADE, TYPE II	EACH			
SS 702	BARRICADE, TYPE III-1.8 m	EACH			
SS 702	BARRICADE, TYPE III-2.4 m	EACH			
SS 702	VERTICAL PANEL, TYPE SINGLE	EACH			
SS 702	VERTICAL PANEL, TYPE BACK TO BACK	EACH			
SS 702	CONSTRUCTION TRAFFIC MARKER	EACH			
SS 702	PORTABLE SIGN SUPPORT	EACH			
SS 702	CHANNELIZATION DEVICES TYPE DRUM	EACH			
SS 702	TRAFFIC CONES	EACH			
SS 702	SEQUENTIAL ARROW DISPLAY	EACH			
SECTION 704 - PAVEMENT MARKINGS					
SS 704	RETROREFLECTORIZED PAINTED MARKINGS	LIN. FT.			
SS 704	REMOVABLE MARKING TAPE	LIN. FT.			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TD	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TG	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TH	EACH			
SS 704	TEMPORARY REFLECTIVE RAISED PAVEMENT MARKER TYPE TJ	EACH			
SECTION 721 - PAVEMENT MARKING REMOVAL					
SS 721	REMOVAL OF PAVEMENT STRIPE	LN. FT.			
SS 721	REMOVAL OF PAVEMENT MARKING	EACH			
TOTAL FOR ITEM # 702010 TRAFFIC CONTROL DEVICES FOR CONSTRUCTION (LUMP SUM)				$	

BASE BID: TOTAL FOR TRAFFIC CONTROL DEVICES, AREA 4, AREA 6 & AREA 8			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
1			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
2			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
3			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1110
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
4			
602	SALVAGE AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	17
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
5			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FOOT MINIMUM)	TON	902
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
6			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	672
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
7			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	26

	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
8			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	43
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
9			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	2250
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
10			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
11			

TOTAL AMOUNT BASE BID (Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT BASE BID (Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 7: AREA 7 – ALEJANDRO ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
12			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
13			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
14			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	1164
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
15			
203	*REMOVE EXCESS MATERIAL FROM SITE*	C. Y.	1138
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
16			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
17			
602	FURNISH AND INSTALL GROUTED STRUCTURE ROCK (54 CUBIC FEET MINIMUM)	TON	82
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
18			
602	SALVAGE AND INSTALL STRUCTURE ROCK (18-27 CUBIC FT.)	TON	41
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

19			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	322
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
20			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C. Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
21			
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
22			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	1760
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
23			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
24			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 7: AREA 7
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 7: AREA 7
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 6A: LA JOYA ST. RUNDOWN			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
25			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
26			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Bid Amount Written In NUMBERS:*
27			
203	EARTHWORK (EXCAVATION & COMPACTED BACKFILL)	C. Y.	370
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
28			
203	REMOVE EXCESS MATERIAL FROM SITE	C. Y.	232
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
29			
601	DEMOLITION AND REMOVAL OF EXISTING STRUCTURE	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
30			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	328
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
31			
602	FURNISH AND INSTALL CLASS C RIP RAP	C. Y.	11
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

32			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	96
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
33			
570/206	FURNISH AND INSTALL 3.5 FT. DIAMETER CMP	L. F.	20
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
34			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S. Y.	290
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
35			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
36			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 6A: AREA 6A
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 6: AREA 6A
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

ADDITIVE ALTERNATIVE 5: AREA 5			
621	MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
37			
801	CONSTRUCTION STAKING AND SURVEYS BY CONTRACTOR	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
38			
603	TEMPORARY EROSION AND SEDIMENT CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
39			
203	EARTHWORK (EXCAVATION AND COMPACTED BACKFILL)	C.Y.	16
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
40			
602	FURNISH AND INSTALL STRUCTURE ROCK (18-27 CUBIC FOOT)	TON	119
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
41			
602	FURNISH AND INSTALL CLASS C RIP RAP (HAND PLACED)	C.Y.	9
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
42			
303	FURNISH AND INSTALL GRADED GRAVEL FILTER	C.Y.	14
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
43			
632/664	REVEGETATION AND LANDSCAPE PLANTING	S.Y.	170
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*

44			
702	TRAFFIC CONTROL	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
45			

TOTAL AMOUNT
ADDITIVE ALTERNATIVE NO. 5: AREA 5
(Excluding NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

NEW MEXICO GROSS
RECEIPTS TAX (8.4375%)

$

Dollars and Cents

Written in NUMBERS

TOTAL AMOUNT
ADDITIVE ALTERNATIVE 5 AREA 5
(Including NM Gross Receipts Tax)

$

Dollars and Cents

Written in NUMBERS

APPLICABLE TO BASE BID AND ALL ALTERNATIVES

621	RE-MOBILIZATION/DEMOBILIZATION	LS	1
	Unit Bid Price Written in WORDS:	*Unit Bid Price Written In NUMBERS:*	*Total Item Bid Amount Written in NUMBERS:*
46			

2. The city reserves the right to award the bid based upon the lowest base bid only or if alternates are included, the lowest combination of base bad and alternate(s).

3. Bidder has bid on all items.

4. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that the City of Santa Fe intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

5. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his/her bid submittal.

Any and all such Addenda, if issued, will be published via electronic/digital format on the web site of the City of Santa Fe, not later than three days prior to the date fixed for the opening of the bids, at the following web address:

http://www.santafenm.gov/bids_rfps

It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

6. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written "Notice to Proceed" from the City of Santa Fe or its authorized agents, and fully complete the project within the time provided in the contract documents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

7. Security in the sum of five (5) percent of the amount bid in the form of (check one):
   _____ Bid Bond_____Certified Check

   is attached hereto in accordance with the "Instructions for Bidders".

8. This Bid Submittal contains the following:

- Bid - Name the Bidder and the Number of Bidder's New Mexico Contractor's License with a check for proper signatures.
- Check for bid bond.
- Acknowledgement of Addenda, if any.
- Properly executed Bid Form
- Subcontractor's Listing (as applicable)

<u>ONE ELECTRONIC COPY</u> OF THE BID SUBMITTAL IS REQUIRED

Respectfully submitted:

Name of Bidder_____

By:_____
(Signature)

Title:_____

Date: _____

Official Address: _____

_____

_____

Telephone No. _____

New Mexico Contractor's License Number and Types:_____

United States Treasury Number:_____

New Mexico State Residence Preference Certificate Number, if any:

_____

A.8. BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____hereinafter called the PRINCIPAL, as Principal, and the

_____, of _____ a

Corporation duly organized under the laws of the State of_____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of

_____

dollars ($_____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated_____, 2021, (Bid No. 22/21/B) for the construction of 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall

.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

C. SIGNED AND SEALED THIS_____DAY OF _____, a.d. 20_____.

_____
BIDDER

By: _____
PRINCIPAL

(SEAL)

_____
WITNESS

By: _____
SURETY

_____

Title:_____

WITNESS

A.9. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name:_____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes_____No _____

Certification - The information above is true and complete to the best of my knowledge and belief.

_____
NAME AND TITLE OF SIGNER (please type or print)

_____ _____
SIGNATURE DATE

A.10. CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000, which are not exempt from the Equal Opportunity Clause).

The construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

SIGNED:_____

TITLE:_____

SUBSCRIBED AND SWORN to before me this_____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.11. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the_____ of_____the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal 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, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency 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, owners, employees, or parties in interest, including this affiant.

(SIGNED)_____

TITLE_____

SUBSCRIBED AND SWORN to before me this____ day of_____, 20__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.12. NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____being first duly sworn, deposes and says that:

(1) He/she is the_____of_____, hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to_____, the Contractor, for certain work in connection with the_____contract pertaining to the _____ project in_____;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's 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, owners, employees, or parties in interest, including this affiant.

(SIGNED)_____

TITLE_____

SUBSCRIBED AND SWORN to before me this____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

A.13. SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, in substantially the form shown above, and has received written approval of such subcontractor from the City of Santa Fe.

B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.

C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.

E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City of Santa Fe.

A.14. SUBCONTRACTOR LISTING

Note: A Contractor that Submits a bid valued at more than sixty thousand dollars ($60,000) for a city project that is subject to the public works minimum wage act 13-4-10 NMSA 1978, shall be registered with the NM Dept. of Workforce Solutions, Public Works Bureau.

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS NO.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Regist. No.:
DUNS No.	SAM.gov Registration No.	
Signature of Subcontractor (to be obtained after award of contract):		

B. CONTRACT DOCUMENTS

B.1. CONSTRUCTION AGREEMENT

CITY OF SANTA FE

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B.

This Agreement is entered into this_____day of_____, 20___, by and between the CITY OF SANTA FE, herein known as the Owner, and

_____, herein known as the Contractor.

For the following:

PROJECT:	500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall
OWNER	City of Santa Fe, Public Works Department River, Watershed & Trails Division P.O. Box 909 Santa Fe, New México 87504-0909

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
ENGINEER	_____

Revised July 2009

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the Owner has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of_____, 20____.

The OWNER and the CONTRACTOR agree:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the work required by the Contract Documents for 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall. (Bid Number '22/21/B).

The work designated 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of, but is not limited to: channel grading, construction of grade control and bank stabilization structures, slope protection, establishment of vegetation and rehabilitation of the stormwater channels as described in the Contract Documents.

Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

ARTICLE 3
TIME OF COMMENCEMENT AND PROJECT COMPLETION

The work to be performed under this Contract shall be commenced not later than ten (10) weather working days after the date of written Notice to Proceed. Physical Completion of the entire work described in the Contract Documents, except as hereafter extended by valid written Change Order signed by the Owner, shall be achieved no later than 120 weather working Days from the issuance of the Notice to Proceed issued to the Contractor.

ARTICLE 4
UNIT PRICE CONTRACT

The Owner shall pay the Contractor for actual work performed by unit price items for all work, other than those to be paid by lump sum. Subject to additions and deductions by Change Order as provided in the Contract Documents, the Base Bid & Additive Alternates amount in_____dollars and_____cents ($_____).

The Unit Bid Contract Total is determined as follows:

Base Bid & Additive Alternatives	$ _____ .
Gross Receipts Tax (8.4375%)	$ _____ .
Base Bid & Additive Alternatives plus NMGRT	$ _____ .

ARTICLE 5
PROGRESS PAYMENTS

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, 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 forty-five (45) days following the end of the period covered by the 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 Owner shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

ARTICLE 6
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the Owner the amount specified in section 108.8 Liquidated Damages in the 2019 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

ARTICLE 8
SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the proceeding 30 day Contract

period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico, as the same from time to time exist.

9.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

9.4 An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

9.5 This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner. The Contractor shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Owner, contractor or subcontractor. If the contractor of subcontractor fails to pay the contractor's or subcontractor's subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor of subcontractor shall pay interest to the subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These provisions apply to all tiers of contractors, subcontractors and suppliers.

9.8 The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If the Owner does not make sufficient appropriations and authorization, this Agreement 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.

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

9.11 The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Owner's officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney's fees and costs of litigation that the Contractor may have.

9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the applicable party at the address indicated below for such party or at such other address as may be designated by either party in a written note to the other party.

OWNER	City of Santa Fe, Public Works Department River, Watershed & Trails Division 500 Market Street Station Suite 200 Santa Fe, New México 87501
CONTRACTOR	_____ _____ _____ New Mexico License # _____.

9.15 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 otherwise requires.

9.16 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.

9.17 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

9.18 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the 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.

9.19 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.

9.20 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 the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of 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.

9.21 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 Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

9.22 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.

9.23 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 meaning. In the event of a conflict, the more stringent meaning shall govern.

9.24 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.

9.25 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation 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.

9.26 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 Owner 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.

9.27 Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

ARTICLE 10
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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

This Agreement is entered into as of the day and year first written above.

OWNER:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC
CITY CLERK

APPROVED:

_____
MARY MCCOY DIRECTOR
FINANCE DEPARTMENT

22401.572970
Business Unit/Line Item

CONTRACTOR:
NAME OF CONTRACTOR

By: _____
Signature

_____
Print Name and Title of Signer

Date: _____

NM Taxation & Revenue CRS No.:

_____

City of Santa Fe Business Reg. No.:

_____

B.2. PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, in the amount of

_____ DOLLARS,

($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, the Contractor has by written agreement dated _____, 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the City.

2. Whenever Contractor shall be, and declared by the City to be in default under the contract, the City having performed City's obligations thereunder, the surety may promptly remedy the default or shall promptly:

    a. Complete the contract in accordance with its terms and conditions or;

    b. Obtain a bid or bids for submission to City for completing the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount properly paid by City to Contractor.

3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

SIGNED AND SEALED ON_____, 20____.

_____
Notary Public

My Commission Expires:

_____

_____
Contractor – Principal

By:_____

Title:_____

Approved as to form:

_____

_____
Surety

_____

Title:_____

Countersigned:_____

_____
Surety's Authorized New Mexico Agent

B.3. LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that

_____

(here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and

_____

(here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the City of Santa Fe, a New Mexico municipal corporation as Obligee, hereinafter called City, for the use and benefit of claimants as herein below defined, in the amount of _____ DOLLARS, ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

B. WHEREAS, Principal has by written agreement dated_____ , 2021, entered into a contract with the City of Santa Fe for the 500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '21/41/B, in accordance with drawings and specifications prepared by the City of Santa Fe which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

    a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the City, or the surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

    b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City or surety at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.

    c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this

bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED ON_____, 20__.

In presence of:

_____
Notary Public

My Commission Expires:

_____

_____
Name of Company

By:_____

Title:_____

_____
Surety

By:_____

Title:_____

Countersigned:

_____
Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

C. CONTRACTUAL SPECIFICATIONS

C.1. STANDARD SPECIFICATIONS

FOR

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall RFB # '22/21/B

CITY OF SANTA FE

The New Mexico Department of Transportation Standard Specifications for Highway & Bridge Construction, 2019 Edition, shall govern construction of this project except where revised or amended by the Supplemental General Provisions, Special Provisions and Supplemental Specifications.

The Supplemental General Provisions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

C.2. SPECIAL PROVISIONS FOR MINIMUM WAGE

Projects are subject to the Minimum Wage Rates as determined by the New Mexico Department of Workforce Solutions, Public Works Bureau pursuant to Chapter 13, Section 13-14-11, NMSA 1978 and the U.S. Department of Labor Decision No for each assigned task. The Minimum Wage Rates to be paid by the Contractor and any Subcontractors to their employees on this project shall be in accordance with those wages as listed in the New Mexico Department of Workforce Solutions, Public Works Bureau Minimum Wage Rate Decision Number for each assigned task. Copies of the wage rate decision and applicable forms are bound in this section. The Contractor is hereby required to submit all wage decision forms to the City as follows:

- ***Subcontractor List & Statement of Intent to Pay Prevailing Wages*** – Submit before construction starts
- ***Affidavit of Wages Paid*** – Submit after construction, but before final payment

Subcontractors shall provide all necessary wage decision forms or information to the prime contractor. The prime contractor shall be responsible for the submission of wage decision forms or information required of all subcontractors to the City. The same timelines stated above apply.

C.3. SPECIAL PROVISIONS FOR SUBMISSION OF WEEKLY PAYROLLS

WAGE RATE DECISION

Contractors are hereby advised that this project is subject to the New Mexico Department of Workforce Solutions, Public Works Bureau Wage Rate decision Number # **Assigned per each task**.

SUBMISSION OF WEEKLY PAYROLLS

All Contractors and subcontractors shall submit one (1) certified copy of the project weekly payroll to the City of Santa Fe, 500 Market Street, Suite 200, Santa Fe, NM 87501, C/O the City's Project Manager, no later than five (5) working days after the close of each payroll period.

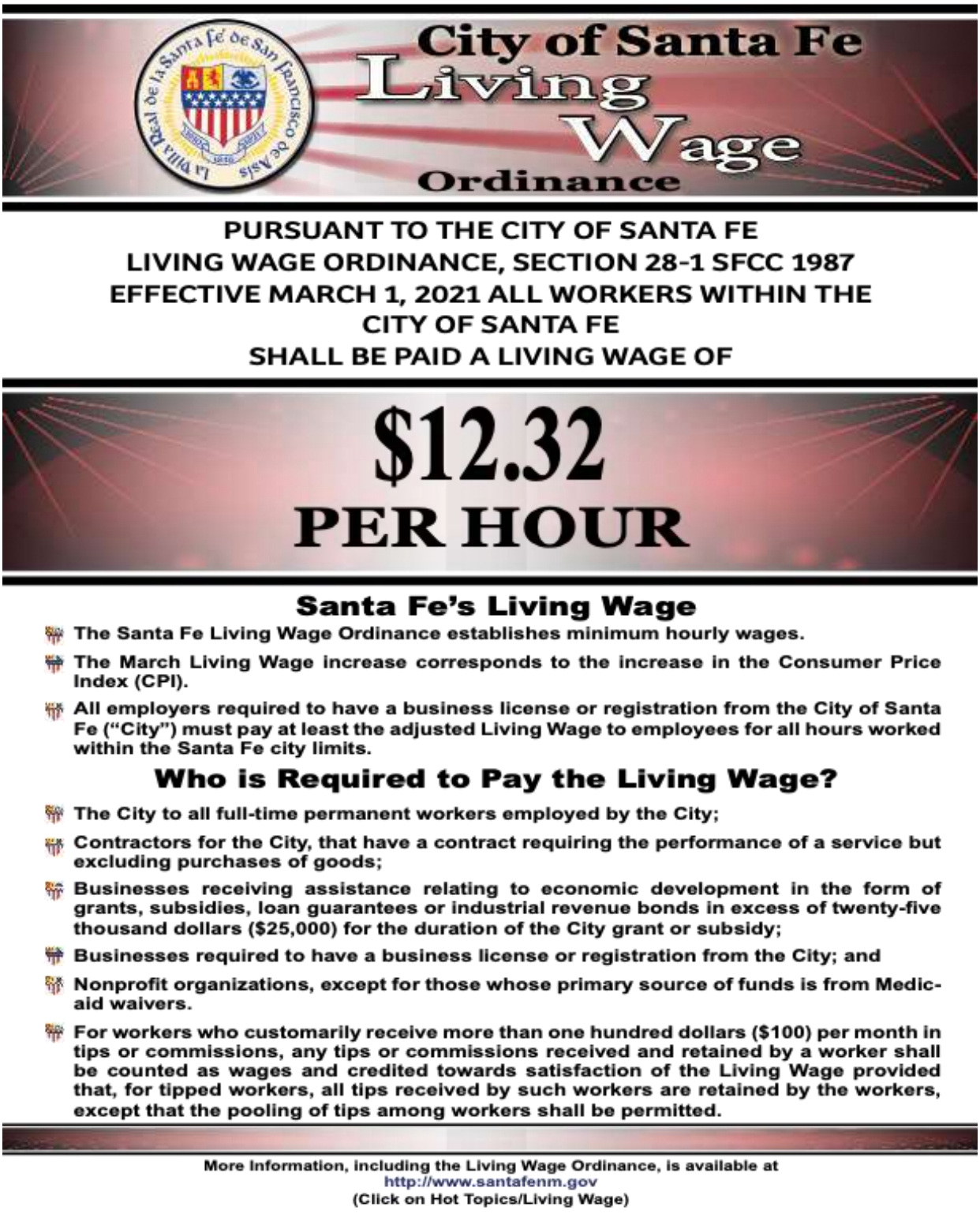
The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. All Contractors and subcontractors must have copies of certified payrolls available to the New Mexico Department of Workforce Solutions, Public Works Bureau within ten (10) days of a written request, if required.

C.4. SPECIAL PROVISION FOR APPRENTICES

(Program of Department of Labor)

Before using apprentices on this project, the Contractor shall present to the Contracting Officer written evidence of registration of such employees with the U.S. Department of Labor, Bureau of Apprenticeship and Training, Western Bank Building (Room 1414), 505 Marquette Avenue, N.W., Albuquerque, New Mexico 87102, Telephone 245-2142. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that particular classification in which he/she is working is applicable.

C.5. CITY OF SANTA FE LIVING WAGE ORDINANCE



City of Santa Fe Living Wage Ordinance

EFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2021 PARA TODOS LOS TRABAJADORES QUE LABOREN DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER PAGADO ES DE

$12.32 POR HORA

Salario Mínimo para la ciudad de Santa Fe

- La ciudad de Santa Fe establece salario mínimo por hora.
- Desde el Marzo el incremento de salario, corresponde con el aumento en el índice de precios al consumidor (IPC).
- Todos los empleadores requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deben pagar al menos el salario ajustado a los empleados de todas las horas trabajadas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

- La ciudad a todos los trabajadores a tiempo completo permanentes contratados por la ciudad;
- Contratistas para la ciudad, tiene un contrato que requiere la prestación de un servicio, pero excluyendo las compras de mercancías;
- Empresas reciben asistencia en relación con el desarrollo económico en forma de becas, subsidios, garantías de préstamos o bonos industriales de ingresos superiores a 25 mil dólares ($25,000) para la duración de la beca de ciudad o de subvención;
- Empresasrequieren contar con la licencia o el registro de la ciudad; y
- Organizaciones sin fines de lucro, con excepción de aquellos cuya principal fuente de fondos es de exenciones de Medicaid.
- Para los trabajadores que habitualmente reciben más de cien dólares ($100) por mes en consejos o comisiones, consejos o comisiones recibidas y retenida por un trabajador serán contados como salarios y acreditados hacia la satisfacción de los salario siempre que, para los trabajadores reciben propinas, todos los consejos recibidos por estos trabajadores son retenidos por los trabajadores, salvo que se permitirá la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
http://www.santafenm.gov
(haga clic en Hot Topics/Living Wage)

C.6. STATE WAGE DECISION

500 C (CWSRF 088) - Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall State Wage Decision No. SF-21-2317-A

D. NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

D.1. CONTRACT TIME

The contract time count consisting of a Contract Completion Time & Substantial Completion Time shall govern this project.

Contract Completion Time

The Contract Completion Time for this contract is 120 Weather Working Days. The Contract Completion Time count will commence on the date specified in the Notice to Proceed submitted to the Contractor by the City and shall end upon Physical Completion of the contract. All work in the contract, including bid alternates (if applicable), shall be completed within this time in accordance with the definition of "Physical Completion" in Section 101 of the Standard Specifications. For purposes of this contract, this time shall be known as the "Contract Completion Time". The contractor shall be assessed liquidated damages for each consecutive Calendar Day in excess of this time in accordance with Section 108.8 Liquidated Damages, in the Standard Specifications.

Progress Schedule

The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Project Manager prior to initiating any work on each task order. Contract & Substantial Completion Time shall be shown on the Contractor's progress schedule as specified in section 108.3.

Night Work & City Noise Ordinance

City of Santa Fe Noise Ordinance SFCC §10-2.4 B.(5)(a) prohibits operation of equipment used in construction work on streets in residential or commercially zoned areas between the hours of 9:00 p.m. and 7:00 a.m. the following day. However, the City of Santa Fe Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is acquired any night closures, must be coordinated at least 48 hours in advance with the Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The city reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the contractor work nights, the city may require the contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

END OF NOTICE

E. STANDARD SPECIFICATIONS AND GENERAL CONDITIONS

E.1. STANDARD SPECIFICATIONS

For: 500 C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall, RFB # '22/21/B.

The "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are incorporated by reference, the same as if fully rewritten therein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for the City of Santa Fe. Said "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition, and the New Mexico Standard Specifications for Public Works Construction, are for the purpose of the contract, proposal, bond, and other contract documents, supplemented, modified, and amended as follows, and as may be hereinbefore and hereinafter provided. In the event of a conflict between codes, the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction 2019 Edition shall govern construction methods and procedures.

Whenever, in the Special Provisions and Supplemental Specifications the word "Section" is followed by a number and a caption (such as "Section 102.4 – Rejection of Proposals") reference is made to that specific section of the "New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction," 2019 Edition. The Supplemental General Conditions, Special Provisions and Supplemental Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

Where a conflict occurs between NMDOT and City of Santa Fe Special Provisions or City of Santa Fe Instructions to Bidders, the City of Santa Fe Special Provisions and Instructions to Bidders shall control.

New Mexico Department of Transportation Standard Specifications, Special Provisions, and Supplemental Specifications shall be interpreted using the following list where not covered by the Supplemental General Conditions contained herein. References listed to the right are to replace those on the left where those on the left appear in the text.

REFERENCE:	REPLACE WITH:
Commission, Department, District, District Engineer, The State Highway Commission or Department, Cabinet Secretary or Secretary	The City of Santa Fe except where such reference is to rules, codes, or regulations, or pre-qualification of bidders of the New Mexico Department of Transportation
Department	The City or its Consultant as applicable
Engineer	The City of Santa River, Watershed & Trails Division Director acting through her duly authorized representative who is normally the Project Engineer, Project Manager or Consulting Engineer.

Project Manager	The individual designated by the Engineer who is responsible for observing construction and the administration of the project.
State	City or Owner

The General Provisions, Special Provisions, and Supplemental Specifications in the following sections modify the New Mexico Department of Transportation Standard Specification for the City of Santa Fe Projects.

E.2. GENERAL PROVISIONS

All provisions of the “New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction” – 2019 Edition shall apply except as modified herein.

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - ABBREVIATIONS, SYMBOLS, TERMS, AND DEFINITIONS

SECTION 101.4 – TERMS AND DEFINITIONS

Add the following definitions:

AS-BUILT PLANS - Final drawings reflecting work and quantities performed under the contract.

CITY - The City of Santa Fe, New Mexico.

CONDUIT - A pipe of tube used for receiving and protecting utility lines.

CONTRACT ITEM (PAY ITEM) – A specifically described unit of work for which a price is provided in the contract.

COST REDUCTION PROPOSALS. Contractor –provided alternates to the work methods or materials specified in the contract that establish a better or approved equal product or result without affecting the functional purpose of the work being revised and that produce a net savings to the owner.

OWNER - The contracting agent. "City of Santa Fe".

RIGHT OF WAY AGREEMENT - A contract with a property owner to sell specific rights to the City for real property necessary to construct or maintain roadways.

UNIT BID PRICE - The Price established by the Contractor for an individual item of work on the bid form.

Modify the following definitions:

ASSISTANT DISTRICT ENGINEER – Delete entire definition.

AWARD - Delete the entire sentence and replace with: "The written acceptance by the owner of the complete set of Contract Documents as set forth in the Information for Bidders, Article A.3".

BID FORM - Replace the word "Department" with “Owner”".

BID GUARANTY - Replace the word "Department" with “Owner”".

CABINET SECRETARY - Delete entire definition.

CONSTRUCTION MAINTENANCE EASEMENT - Replace the word "Department" with “Owner”".

CONTRACT - In the first sentence replace the word "'Department" with “Owner”".

CONTRACTOR - Replace the word "Department" with “Owner”".

DEPARTMENT - Delete entire subsection.

DISTRICT - Delete entire definition.

DISTRICT ENGINEER - Delete entire definition.

ENGINEER - Delete entire definition and replace with "River, Watershed & Trails Division Director acting through and duly authorized representative, who is normally the Project Engineer, Project Manager or Consulting Engineer".

ENVIRONMENTAL SPECIALIST – At the beginning after “The individual” add “designated by the Engineer,”

GENERAL OFFICE - Delete entire definition.

LABORATORY - Delete entire definition and replace with "'An approved testing laboratory under the supervision and responsibility of a New Mexico Registered Professional Engineer".

LANDSCAPE ARCHITECT – Replace the word “Department” with “Owner””.

LIGHTING AND SIGNING ENGINEER - Replace the word "Department" with “Owner”".

PAY ADJUSTMENT - Replace the word "Department" with “Owner”".

PROFILE GRADE - Replace the word "Department" with "Engineer".

PROJECT MANAGER - Delete entire definition and replace with "The individual designated by the Engineer who is responsible for observing construction and the administration of the project".

SECRETARY - Delete entire definition.

SUBSTANTIAL COMPLETION – Replace the words “ADE-Construction” with “Engineer”.

UNBALANCED BID - Replace the word "Department" with “Owner”".

VALUE ENGINEERING COST PROPOSAL - Replace the word "Department" with “Owner””.

WORKING DAY - Replace the word "Department" with “Owner”".

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.3 SUSPENSION AND DEBARMENT. Delete the paragraph in its entirety and substitute the following:

SUSPENSION FROM BIDDING. The Owner may suspend for a period of up to thirty-six months any person and any subsidiary or affiliate of any person from bidding on City projects and from being a subcontractor or supplier on City projects if that person or any officer, director, employee or agent of that person is debarred under New Mexico State Highway and Transportation Department Regulations or City of Santa Fe Purchasing provisions. Under that section, "a person" means any individual, partnership,
Corporation, association or other entity formed for the purpose of doing business as a contractor, subcontractor or supplier."

102.5 REJECTION OF BIDS. Replace the word "Department" with “Owner”".

102.7 EXAMINATION OF CONTRACT, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. Replace the word "Department" with “Owner”" throughout entire subsection.

102.8 Delete Subsection 102.8 - PREPARATION OF BID and substitute the following:

PREPARATION OF BID. The bidder shall submit his proposal on the forms furnished by the Owner. The blank spaces in the proposal shall be filled in correctly where indicated, for each item given and the bidder shall state both in words and numerals, written or printed in ink or typewritten, the unit bid prices for which he proposes to do each item of the work contemplated. In case of a discrepancy between the prices written in words and those written in numerals, the prices written in words shall govern.

In the event that either the unit bid price written in words or the unit bid price written in numerals is inadvertently omitted, the unit bid price that is shown for that item shall govern. If both the written and numerical unit bid price is omitted, the extended total shall be divided by the estimated quantity thereby establishing a unit bid price. If the written price, numerical unit bid price and extended total are omitted, the bid proposal shall be rejected.

The bidder shall specify a unit bid price for each item, except when a unit bid price is established by the Owner. The unit bid price will be taken to include any and all insurance and overhead expense necessary to complete that bid item.

The bidder shall show the products of the respective unit bid prices and quantities and shall also show the total amount of his bid in the space provided in the proposal form. Said total amount bid shall be the total sum obtained by adding the amounts of the individual items.

The bidder is permitted to show the amount(s) for the respective unit bid price(s) written in words and written in numerals to a maximum of two decimal places. Any additional decimal places in excess of two shall be truncated and will not be considered in the processing of the proposal.

102.9 INNOVATIVE CONTRACT INCENTIVES. Replace the word "Department" with “Owner”".

SECTION 103 - AWARD AND EXECUTION OF CONTRACT.

103.1 CONSIDERATION OF BIDS. Replace the word "Department" with “Owner”" throughout the subsection.

103.2 NOTICE OF PRELIMINARY AWARD OF CONTRACT - Replace the word "Department" with “Owner”" throughout the subsection. Change the time to award contract from thirty-(30) calendar days to sixty-(60) calendar days.

103.3 BIDDING DISPUTE RESOLUTION PROCEDURES - Replace the word "Department" with “Owner”" throughout the subsections. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.

103.4 CANCELLATION OF AWARD. Replace the word "Department" with “Owner”" throughout. Replace the word "Cabinet Secretary" with "Engineer" throughout the subsections.

103.6 CONTRACTOR EXECUTED CONTRACT. Replace the word "Department" with “Owner”".

103.7 FAILURE TO EXECUTE CONTRACT. Replace the word "Department" with “Owner”".

103.8 EXECUTION OF CONTRACT. Replace the word "Department" with “Owner”".

SECTION 104 - SCOPE OF WORK.

104.1 INTENT OF THE CONTRACT. Replace the word "Department" with “Owner”" throughout.

104.2 EXTRA WORK. Replace the word "Department" with “Owner”" throughout the subsection.

104.3 DIFFERING SITE CONDITIONS. Replace the word "Department" with “Owner”".

104.5 MAINTENANCE OF TRAFFIC - Replace the word "Department" with “Owner”" throughout the subsection.

104.6 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK - Replace the word "Department" with “Owner”" throughout the subsection.

104.8 VALUE ENGINEERING COST PROPOSAL (VECP). Replace the word "Department" with “Owner”" throughout the subsection.

SECTION 105 - CONTROL OF WORK.

105.1 RESPONSIBILITY AND AUTHORITY OF THE DEPARTMENT - Replace the word "Department" with “Owner”" in the subsection heading and throughout the subsection.

105.2 PLANS AND WORKING DRAWINGS. Replace the word "Department" with “Owner”" throughout the subsection.

105.3 COMPLIANCE WITH PLANS AND SPECIFICATIONS. Replace the word "Department" with “Owner”" throughout the subsection.

105.5 CONTRACTOR RESPONSIBILITIES. Replace the word "Department" with “Owner”" throughout.

105.7 COOPERATION BETWEEN CONTRACTORS. Replace the word "Department" with “Owner”" throughout.

105.8 AUTHORITY AND DUTIES OF PROJECT MANAGER. Delete entire subsection and substitute the following:

AUTHORITY AND DUTIES OF PROJECT MANAGER. The Project Manager, as a project representative of the Engineer, shall have the authority to conduct on-site observations of the work in progress. Such on-site observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used.

The Project Manager will not be authorized to alter or waive the provisions of the contract, issue instructions contrary to the plans or specifications, or act on or undertake any responsibilities of the Contractor.

The Project Manager shall refer to the Engineer all defects and deficiencies occurring in the work and shall be the liaison between the Engineer and the Contractor regarding such defects and deficiencies."

The Project Manager will be responsible for determining constructed quantities and for administration of monthly progress payments.

105.9 DUTIES OF THE INSPECTOR. Delete entire subsection.

105.10 INSPECTION OF WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. Replace the word "Department" with "Engineer" throughout the subsection.

105.12 LOAD RESTRICTIONS - Replace the word "Department" with “Owner”" throughout the subsection.

105.15 MAINTENANCE DURING CONSTRUCTION - Replace the word "Department" with “Owner”" throughout the subsection.

105.16 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE - Replace the word "Department" with “Owner”" throughout the subsection.

105.18 ACCEPTANCE. Replace the word "Department" with “Owner”" throughout the subsection.

105.19 NOTICE OF INTENT TO CLAIM. Replace the word "Department" with “Owner”" throughout the subsection.

105.20 ADMINISTRATIVE REMEDY. Delete this entire Subsection.

SECTION 106 - CONTROL OF MATERIALS.

106.1 CONTRACTOR-FURNISHED AGGREGATE AND BORROW SOURCE. Replace the word "Department" with “Owner”" throughout.

106.2 SUPPLIER PLANT INSPECTION. Replace the word "Department" with “Owner”" throughout the subsection.

106.3 SAMPLES, TESTS, CITED SPECIFICATIONS. Replace the word "Department" with “Owner”" throughout the subsection. Add to this subsection the following:

Sampling and testing of materials and manufactured items incorporated into the work shall be accomplished as designated in the invitation for bid package. All sampling and testing shall be performed by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. Materials and items manufactured outside the State of New Mexico shall be accompanied by a Certificate of Compliance prepared in accordance with requirements of subsection 106.4 - Certificate of Compliance.

Job mix formulae and design mixes shall be prepared by an approved testing laboratory, on the Department's approved list, under the supervision and responsibility of a New Mexico Registered Professional Engineer. All formulae and design mixes shall be approved by the Engineer prior to materials being incorporated into the work. The Engineer shall determine the type, number, and location of tests to be performed.

Copies of all laboratory and field test results shall be forwarded to the Engineer and the Owner, as soon as reasonably possible after the tests are complete. No subsequent work shall be accomplished until such time that test results have been received and approved by the Project Manager.

The Contractor shall bear the cost of all re-testing due to the first test or subsequent tests failing to show results meeting the specifications.

106.4 CERTIFICATE OF COMPLIANCE - Delete in its entirety and replace with the following:

Submittals include the furnishing of all manufacturer's data, shop drawings, samples, certifications, guarantees, lab and field test reports, operation manuals, maintenance manuals, lubrication charts, design mixes, spare parts lists, special tools, and factory representative required for installation of special items, in full compliance with the Contract Documents. All submittals shall be submitted for Engineer's review before installation or incorporation into work or within 30 days after effective date of Notice to Proceed, unless the Engineer approves a different schedule. Each submittal shall include reference to project and date, general summary description of items being submitted and a certificate of compliance signed by the appropriate company official.

Should any requirements pertaining to submittals not be complied with, including but not limited to submittal time and procedure, Contractor waives any right of claim for loss of time or money purporting to have occurred as a result of any delay in obtaining review of submitted data or shop drawings.

On the following pages are listed items, which will be required to complete the work for which submittals shall be required. The schedule of submittals is for the convenience of the Contractor, and shall not be considered as complete or final. Additional submittals may be required as the Work progresses, which shall be submitted within 15 days of notification.

The following is a general explanation of some of the terms used in the schedule of submittals chart included herein:

Manufacturer's Data: Catalog type literature on the item.

Shop Drawings: Detailed drawings with all dimensions and locations shown.

Samples: The item that will be supplied.

Certifications: Any certifications required by these Specifications or standard specification and/or requirements for that item, to cover raw materials and testing of the final product.

Guarantees: A copy of the guarantee to be given to the Owner on a particular item.

Lab Test Reports: Laboratory test reports required to show that the item meets all specified requirements, or required for the preparation of a design mix or job mix formula.

Field Test Reports: Reports of tests that have been conducted on the item as installed or constructed in the field.

Design Mix: Design or job mix formulae, prepared by a qualified testing laboratory, under the direct supervision of Registered Professional Engineer, stating a recommended mix or combination of materials to produce a specified product. If permitted by the Contract Documents, a design or job mix formula submitted which is not prepared specifically for this Project shall have been prepared within one year of the date of the Agreement and shall be accompanied by a certification from the testing laboratory stating that the materials proposed for use have the same properties as those previously tested.

Computations: Calculation required to arrive at the design of a particular item submitted as a shop drawing.

Schedule of Submittals:	Manufacturer & Data & Source	Shop Drawings	Samples	Certificates	Lab Test Reports	Field Test Reports
Graded gravel filter					X	X
Structure Rock			X		X	
Culvert Pipe	X			X		
Rip Rap				X	X	
Geotextile Fabric	X			X		
Pollution Control Measures	X			X		
Revegetation Seed Mix	X			X		
Plantings			X	X		
Temporary Irrigation Plan		X		X		
Traffic Control Plan				X		
Temporary Erosion and Sediment Control Plan				X		
SWPPP Statement				X		

106.5 FOREIGN MATERIALS - Replace the word "Department" with “Owner”" throughout the subsection.

106.8 DEPARTMENT-PROVIDES MATERIAL. Delete this title and replace with "NON-CONTRACTOR FURNISHED MATERIAL". Replace the words "the Department" with "others".

106.9 MATERIALS DESIGNATED BY TRADE NAME - Replace the word "Department" with “Owner”" throughout the subsection.

106.10 EQUIPMENT GUARANTEES AND WARRANTIES. Replace the word "Department" with “Owner”" throughout. In the second sentence replace the wording "six (6) months" with "two years", and add to this subsection the following:

"General Guaranty"

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two years from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness."**

SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS, AND RESPONSIBILITY TO THE PUBLIC.

107.1 LAWS TO BE OBSERVED. First paragraph, last sentence, replace "state" with “Owner”".

107.2 PERMITS, LICENSES, AND TAXES. Replace the word "Department" with “Owner”".

107.5 PATENTED DEVICES, MATERIALS, AND PROCESS. Replace the word "Department" with “Owner”" throughout the subsection.

107.6 RESTORATION OF SURFACES OPENED BY PERMIT. First paragraph replace “Department with “Owner”". Second paragraph, delete the last sentence and replace with "Individuals, firms or corporations wishing to make an opening in the highway surface must secure a permit from the New Mexico State Highway and Transportation Department and the Owner. The Contractor shall allow parties bearing said permits, and only those parties, to make openings in the highway.

107.7 FEDERAL AID PROVISION. Replace the word "Department" with "City".

107.8 SANITARY, HEALTH, AND SAFETY PROVISIONS. Replace the word "Department" with "City". Contractor will be required to post information sign board containing project information about the contractor, wage rates, safety and cultural and environmental protection and any other information required by the Owner. Signs must be posted at the work area and must be easily visible and readable by pedestrians. Signs must be kept in good condition. <u>See Appendix A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS that shall be completed and posted by the Contractor at the information sign board.</u>

107.10 RAILROADS. Replace the word "Department" with “Owner”" throughout the subsection.

107.12 ENVIRONMENTAL, CULTURAL RESOURCE AND HAZARDOUS MATERIALS DISCOVERIES. Replace the word "Department" with “Owner”" throughout the subsection.

107.13 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE TO ENVIRONMENTAL AND CULTURAL RESOURCES. Replace the word "Department" with "Owner"".

107.14 CONTRACTOR'S RESPONSIBILITY FOR ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION. Replace the word "Department" with "Owner"".

107.15 HAZARDOUS MATERIALS. Replace the word "Department" with "Owner"".

107.18 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY. Replace the word "Department" with "Owner"".

107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND. Replace the word "Department" with "Owner"".

107.20 CONTRACTOR'S RESPONSIBILITY TO PROTECT THE WORK. Replace the word "Department" with "Owner"" throughout the subsection.

107.22 FURNISHING RIGHT OF WAY. Replace the word "Department" with "Owner"".

107.23 PERSONAL LIABILITY OF PUBLIC OFFICIALS. Replace the word "Department" with "Owner"" throughout the subsection.

107.24 NO THIRD-PARTY LIABILITY. Replace the word "Department" with "Owner"" throughout the subsection.

107.25 INSURANCE REQUIREMENTS. Replace the word "Department" with "Owner"" throughout the subsection.

107.26 NO WAIVER OF LEGAL RIGHTS. Replace the word "Department" with "City" throughout the subsection.

107.27 CONTRACTORS RESPONSIBILITY FOR THE TRAVELING PUBLIC. In the subsection second paragraph replace the word "Department" with "City".

SECTION 108 - PROSECUTION AND PROGRESS.

108.1 SUBCONTRACTING. Replace the word "Department" with "Owner"" throughout the subsection.

108.2 NOTICE TO PROCEED AND PRE-CONSTRUCTION CONFERENCE. Replace the word "Department" with "Owner"" throughout the subsection.

108.3 SCHEDULE. Replace the word "Department" with "Owner"" throughout the subsection.

108.4 UNSATISFACTORY PROGRESS OF WORK. Replace the word "Department" with "Owner"" throughout the subsection.

108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME. Replace the word "Department" with "Owner"" throughout the subsection.

108.8 LIQUIDATED DAMAGES. Replace the word "Department" with "Owner"" throughout the subsection.

108.9 DEFAULT OF CONTRACT. Replace the word "Department" with "Owner" throughout the subsection.

108.10 TERMINATION OF CONTRACT; NO FAULT OF CONTRACTOR. Replace the word "Department" with “Owner”" throughout the subsection.

SECTION 109 - MEASUREMENT AND PAYMENT.

109.1 MEASUREMENT OF QUANTITY. Replace the word "Department" with “Owner” throughout the subsection.

109.2 APPROVED EQUIPMENT RENTAL RATES. Replace the word "Department" with “Owner” throughout the subsection.

109.3 SCOPE OF PAYMENT. Replace the word "Department" with “Owner” throughout the subsection.

109.4 COMPENSATION FOR OVERRUN / UNDERRUN QUANTITIES. Replace the word "Department" with “Owner” throughout the subsection.

109.5 PAYMENT FOR CHANGES, DIFFERING SITE CONDITIONS, AND EXTRA WORK. Replace the word "Department" with “Owner” throughout the subsection.

109.6 FORCE ACCOUNT. Replace the word "Department" with “Owner” throughout the subsection.

109.7 ELIMINATED ITEMS. Replace the word "Department" with “Owner” throughout the subsection.

109.8 PROGRESS PAYMENTS. Replace the word "Department" to “Owner" throughout.

109.10 PROJECT CLOSURE. Replace the word "Department" with “Owner”" throughout the subsection.

109.11 COMPENSATION FOR CLAIMS. Replace the word “Department” with “Owner”” throughout the subsection.

CITY OF SANTA FE
NEW MEXICO

CONSTRUCTION DRAWINGS FOR THE:

500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO THE DON JOSE OUTFALL

SHEET INDEX

SHEET NO.	SHEET NAME
1.	SHEET INDEX
2.	COVER (ORIGINAL)
3.	COVER SHEET (ORIGINAL)
4.	GENERAL NOTES
5.	OVERALL PLAN KEY MAP
6.	DEMOLITION PLAN
7.	GRADING PLAN & PROFILE -AREA 4
8.	GRADING PLAN & PROFILE -AREA 5
9.	GRADING PLAN & PROFILE -AREA 6
10.	GRADING PLAN & PROFILE -AREA 6A
11.	GRADING PLAN & PROFILE -AREA 7
12.	GRADING PLAN & PROFILE -AREA 8
13.	CONSTRUCTION DETAILS
14.	REVEGETATION PLAN -AREA 5
15.	REVEGETATION PLAN -AREAS 6, 6A & 7
16.	REVEGETATION PLAN -AREA 8
17.	PERMITS

NOTE:

REVISION CLOUDS ON THE FOLLOWING SHEETS REPRESENT MINOR REVISIONS NECESSARY TO CONSOLIDATE DRAWING SHEETS FROM THE TWO (2) SETS OF PLANS PREVIOUSLY APPROVED FOR CONSTRUCTION.

JOHN M. CRITCHFIELD NEW MEXICO 21126 11/5/2021 PROFESSIONAL ENGINEER

NOTES:

THIS PROJECT INVOLVES THE CONSTRUCTION OF IMPROVEMENTS ORIGINALLY APPROVED FOR CONSTRUCTION IN 2018 AND 2019. SEE FOLLOWING SHEETS FOR ORIGINAL COVER SHEETS WITH DEPARTMENT APPROVALS.

william j. miller ENGINEERS

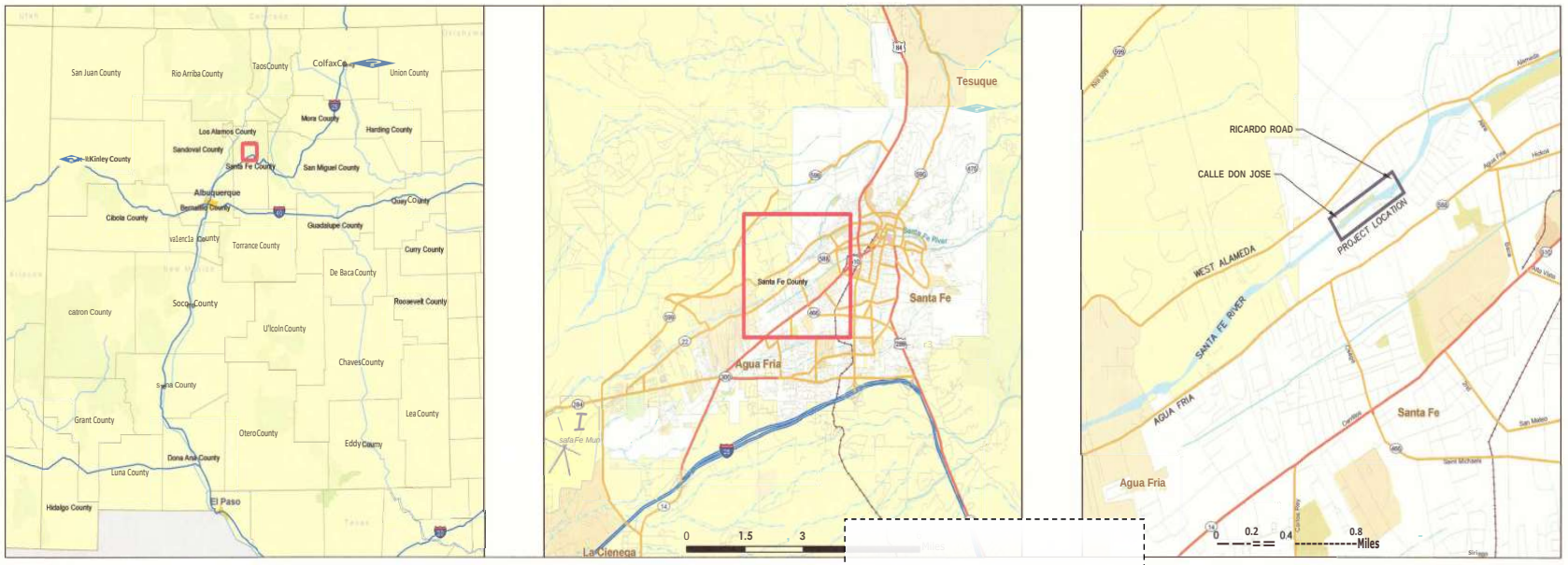
William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

SHEET INDEX

500 C (CWSRF088) - SANTA FE
RIVER REPAIR AND BANK STABILIZATION:
RICARDO BRIDGE TO DON JOSE OUTFALL
SANTA FE, NM

Designed By: AMR | Checked By: JMC | Project Numbers: 1511.00 | NOVEMBER 15, 2021 |

CIP 500 C: SANTA FE RIVER
FLOOD DAMAGE REPA RS
RICARDO ROAD TRAIL BRIDGE TO CALLE DON JOSE STORM DRAIN OUTFALL



VICINITY MAPS

SHEET INDEX

Sheet No.	Sheet Name
1	COVER SHEET
2	GENERAL NOTES
3	OVERALL SITE KEY MAP
4	PLAN AND PROFILE = AREAS 1-4
5	PLAN AND PROFILE = AREA 5
6	PLAN AND PROFILE = AREA 8
7	PLAN AND PROFILE = AREAS 10-11
8	PLAN AND PROFILE = AREA 9
9	PLAN AND PROFILE = AREA 12
10	CONSTRUCTION DETAILS
11	REVEGETATION PLANS – AREAS 1-4
12	REVEGETATION PLAN – AREA 5
13	REVEGETATION PLAN – AREA 8
14	REVEGETATION PLANS – AREAS 10-11
15	REVEGETATION PLAN - AREA 12
16	PERMITS
17	

CITY OF SANTA FE, NM

APPROVED BY CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT DIRECTOR — DATE

APPROVED BY CITY OF SANTA FE
PARKS & TRAILS ENGINEERING DIVISION DIRECTOR — DATE

REVIEWED BY CITY OF SANTA FE
MAYOR'S COMMITTEE ON DISABILITY
ADA COORDINATOR — DATE

REVIEWED BY CITY OF SANTA FE
HISTORIC PRESERVATION DIVISION
HISTORIC PRESERVATION DIVISION — DATE

SITES SOUTHWEST
121 TIJERAS NE SUITE 3100
ALBUQUERQUE. NM 87102
PHONE:505-822-8200
FAX:505-822-8282
E-MAIL: mail@sites-sw.com
WEB: www.sites-sw.com
CONSULTANTS
William J Miller ENGINEERS

PROJECT
CIP 500 C: SANTA FE RIVER
FLOOD DAMAGE REPAIR

MARK	DATE	DESCRIPTION

PROJECT NO: SSW 2019052 WJM 19060
ISSUE DATE: JUNE 28, 2019
CAD DWG FILE: 20190628 100PCT.DWG
DRAWN BY: RMO
CHK'D BY:
COPYRIGHT: Sites Southwest

COVER

C1

SHEET 1 OF 17

PREPARED FOR:

CITY OF SANTA FE: RVER & WATERSHED PUBLIC WORKS DEPARTMENT
CONTACT: MELISSA A. MCDONALD, RLA
PHONE: 505-95 840
EMAIL: MAMCDONALD@SANTAFENM.GOV

PREPARED BY:

WILLIAM J MILLER ENGINEERS, INC.
1511 THIRD ST.,
SANTA FE, NM 87505

CONTACT: JOHN CRITCHFIELD
PHONE: 505-983-7694
FAX: 505-983-8205
EMAIL: JOHN@WJMILLERENGINEERS.COM

ENGINEER'S CERTIFICATE

I, JOHN **M.** CRITCHFIELD, HEREBY CERTIFY THAT I **AM A** PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW MEXICO, QUALIFIED IN CIVIL ENGINEERING; THAT THIS DOCUMENT FOR THE SANTA FE RIVER & TRAIL (PHASE 38) WAS PREPARED BY ME OR UNDER MY SUPERVISION AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. CRITc.

JOHN M. CRITCHFIELD, LICENSE NO. 21128

DATE: JiiNE 18 2012.

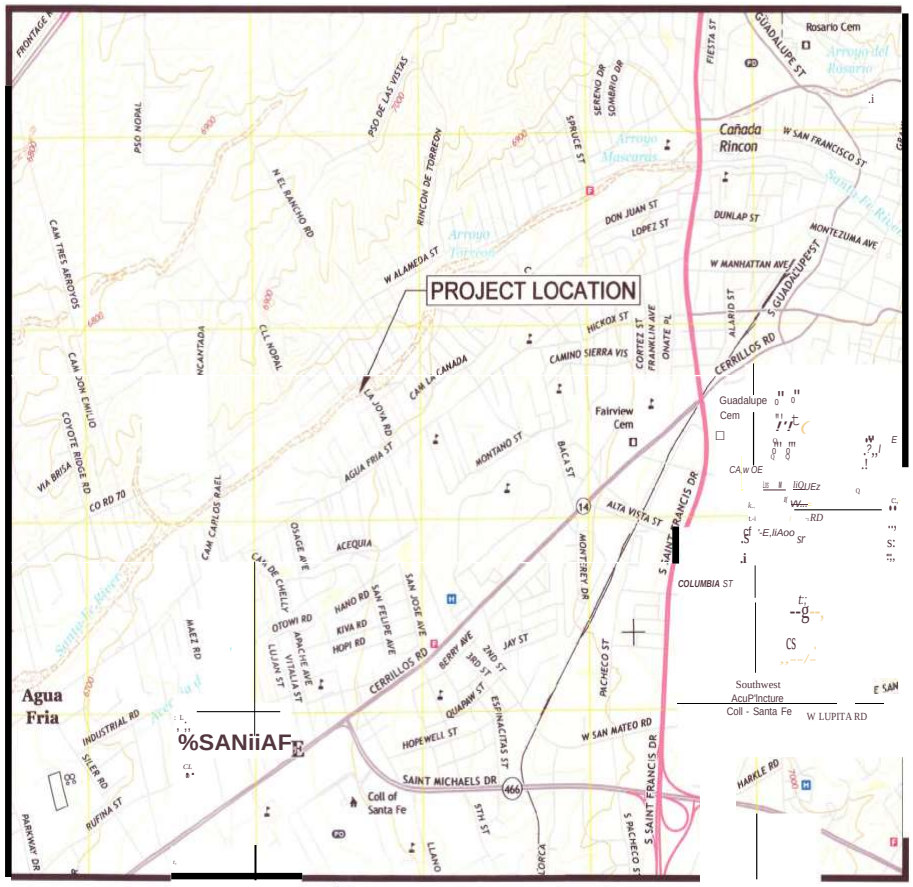
CITY OF SANTA FE
NEW MEXICO

CONSTRUCTION DRAWINGS FOR THE:

SANTA FE RIVER & TRAIL (PHASE 38)
RIVER BANK AND ROCK RUNDOWN REPAIRS

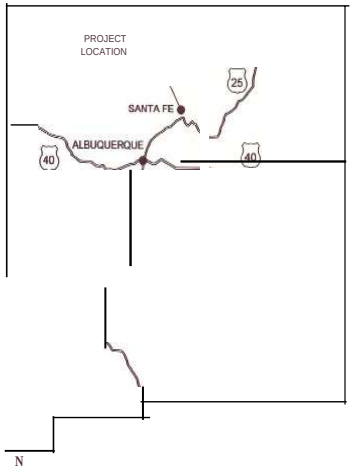
SHEET INDEX:

1. COVER SHEET
2. GENERAL NOTES, PERMITS AND MATERIAL QUANTITIES
3. DEMOLITION PLAN
4. GRADING PLAN AND PROFILE
5. ADDITIVE ALTERNATIVE 4- LA JOYA ST. STORMWATER CHANNEL PLAN, PROFILE AND SECTIONS
6. ADDITIVE ALTERNATIVE 3 -ALEJANDRO ST. STORMWATER CHANNEL PLAN PROFILE AND SECTIONS
7. CROSS SECTIONS - SANTA FE RIVER STA: 39+00 TO STA: 41+50
8. CROSS SECTIONS - SANTA FE RIVER STA: 36+56 TO STA: 37+60
9. REVEGETATION PLAN



PROJECT SITE MAP
N.T.S.

SOURCE: USGS US TOPO SANTA FE, **NM** 2017



PROJECT LOCATION MAP

APPROVED BY CITY OF SANTA FE PUBLIC WORKS DEPARTMENT DIRECTOR	7/10/18 DATE
APPROVED BY CITY OF SANTA FE ROADWAY & TRAILS ENGINEERING DIVISION DIRECTOR	7/10/18 DATE
REVIEWED BY CITY OF SANTA FE MAYOR'S COMMITTEE ON DISABILITY ADA COORDINATOR	DATE
REVIEWED BY CITY OF SANTA FE **HISTORIC PRESERVATION DIVISION** Nicole & Rand Thomas HISTORIC PRESERVATION DIVISION	6/21/18 DATE

Design Revisions			
Rev. No.	Description	Approved	Date
	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018

william j. miller ENGINEERS
William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, **NM** 87505

COVERSHEET (ORIGINAL)

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

Designed By: AMR Checked By: Date/Initials: JUNE 29 2018

GOVERNING SPECIFICATIONS

1) THE CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, REGULATIONS, AND RULES WHICH APPLY TO THIS PLAN SET. THIS SHALL INCLUDE ALL ADA REGULATIONS.

2) SPECIFICATIONS FOR THIS PROJECT WILL BE THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, ~~2014~~ 2019 EDITION. REFERENCES TO "THE CITY" SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT. IN THE EVENT OF A CONFLICT AMONG CODES THE NMDOT STANDARDS AND SPECS SHALL GOVERN.

MONUMENTATION INFORMATION

1) A SUPPLEMENTAL HYDROGRAPHIC SURVEY WAS PERFORMED ON MARCH 26, 2019 BY WOLF ENGINEERING TO COLLECT DATA REFLECTING THE POST-FLOOD CHANGES TO THE RIVER CHANNEL. A TRIMBLE R-8 RTK GPS WITH TSC2 DATA COLLECTOR WAS USED TO COLLECT HYDROGRAPHIC DATA. SEVERAL TEMPORARY BENCHMARKS WERE LOCATED AS WELL AS EXISTING TOP OF SEWER MANHOLE ELEVATIONS IN THE PROJECT VICINITY. AN OPUS-RS SOLUTION WAS PERFORMED FOR THE BASED STATION (TBM1). THE PROJECT COORDINATES ARE REFERENCED TO NM CENTRAL ZONE NAD 83 (FT) AND NAVD 1988 (FT) (GEOID 12A). ANOTHER SUPPLEMENTAL HYDROGRAPHIC SURVEY WAS PERFORMED ON OCTOBER 22, 2021 BY WILLIAM J. MILLER ENGINEERS INC. TO COLLECT DATA REFLECTING CHANGES TO THE RIVER CHANNEL IN THE VICINITY OF AREA 4 AND AREA 6. A TOPCON GTS-212 TOTAL STATION INSTRUMENT WAS USED TO COLLECT HYDROGRAPHIC DATA.

2) PROTECTION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK," NATIONAL GEODETIC SURVEY, MARCH 1995. CONTACT # NGS MARK PRESERVATION CENTER-NOAA, TELEPHONE 508-768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.

TRAFFIC CONTROL

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVAL FOR TRAFFIC CONTROL PROCEDURES FROM CITY OF SANTA FE PUBLIC WORKS.

2) THE CONTRACTOR SHALL BE THE RESPONSIBLE PARTY FOR THE IMPLEMENTATION AND MAINTENANCE OF ALL TRAFFIC CONTROL PROCEDURES AND MATERIALS. THE CONTRACTOR SHALL HAVE PERSONNEL AVAILABLE ~~24 HOURS PER DAY, SEVEN (7) DAYS PER WEEK~~ EACH WORK DAY TO INSPECT AND MAINTAIN TRAFFIC CONTROL DEVICES AS DIRECTED BY THE PROJECT MANAGER.

3) THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN A TRAFFIC CONTROL BINDER WHICH SHALL BE AVAILABLE FOR REVIEW BY THE CITY PROJECT MANAGER. COST OF THIS WORK IS TO BE INCLUDED IN THE UNIT BID PRICE FOR CONSTRUCTION TRAFFIC CONTROL.

4) THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE SAFETY OF PEDESTRIAN AND VEHICULAR TRAFFIC IN THE CONSTRUCTION ZONE BY ENSURING THAT ALL NECESSARY SAFETY PRECAUTIONS ARE TAKEN AS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES, INCLUDING, BUT NOT LIMITED TO: GUARD FENCES, BARRICADES, LIGHTS AND WARNING SIGNS.

5) PUBLIC ACCESS TO LOCAL BUSINESSES, RESIDENCES AND ROADWAYS: THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES AND ALL LOCAL ROADWAYS FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF AND SCHEDULE ACCESS CLOSURES AT LEAST 24 HOURS IN ADVANCE WITH PROPERTY OWNERS AND THE PROJECT MANAGER.

6) THE CONTRACTOR SHALL ADHERE TO ALL REQUIREMENTS LISTED IN THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

7) ALL DEVICES SHALL ADHERE TO THE REQUIREMENTS OF SECTION 702 – CONSTRUCTION TRAFFIC CONTROL DEVICES IN THE ~~2014~~ 2019 EDITION OF THE NMDOT STANDARD SPECIFICATIONS BOOK.

8) ANY PROPOSED CHANGES TO THE CONSTRUCTION SEQUENCE AND/OR TRAFFIC CONTROL PLAN MUST BE SUBMITTED BY THE CONTRACTOR TO THE PROJECT MANAGER FOR APPROVAL. NO PAYMENT WILL BE MADE FOR ANY ADDITIONAL COST RESULTING FROM CHANGES TO THE CONSTRUCTION SEQUENCE OR TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A LETTER OF JUSTIFICATION FOR THE CHANGES WITH THE FOLLOWING ITEMS INCLUDED:

- A REVISED TRAFFIC CONTROL PLAN INCLUDING A SUMMARY OF QUANTITIES AND A COST ESTIMATE.
- THE REVISED TRAFFIC CONTROL PLAN SHALL BE DRAFTED ON 11X17 PAPER AND SEALED BY A LICENSED ENGINEER. THE SUBMITTAL PAPER SHALL MEET CURRENT DRAFTING STANDARDS.
- CHANGES TO THE TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE CITY AT LEAST ONE (1) WEEK IN ADVANCE OF THE IMPLEMENTING CHANGES TO THE SITE.

9) BARRIERS TO PREVENT PEDESTRIANS AND CYCLISTS FROM ENTERING CONSTRUCTION ZONES SHOULD BE CONTINUOUS AND CONSTRUCTED OF RIGID MATERIALS IN ORDER TO BE DISCERNED BY PEDESTRIANS AND CYCLISTS WITH VISION IMPAIRMENTS. THE USE OF "CAUTION" TAPE, "SNOW FENCE," PEDESTRIAN SCREEN FENCING OR OTHER MEASURES IS NOT ACCEPTABLE FOR DEFINING A PEDESTRIAN ROUTE AS THESE MATERIALS ARE EASILY BROKEN AND DO NOT ADEQUATELY DIRECT PEDESTRIANS INTO THE TEMPORARY PATHWAY. TEMPORARY 6-FOOT HIGH CHAIN LINK PANEL FENCING WITH PANEL STANDS CONSTRUCTED IN ACCORDANCE WITH SECTION 607.2.3 IS A SUITABLE BARRIER. SIGNS SHALL BE INSTALLED ON THE TEMPORARY FENCING THAT READ IN BOTH ENGLISH AND SPANISH THE FOLLOWING MESSAGE: "CAREFUL ACTIVE CONSTRUCTION, DO NOT ENTER."

GENERAL CONSTRUCTION

1) THE CONTRACTOR SHALL PROVIDE A LIST OF CONTACT PERSONNEL RESPONSIBLE FOR SITE CONSTRUCTION INCLUDING MINIMUM TELEPHONE NUMBERS AND AT LEAST ONE EMERGENCY TELEPHONE NUMBER ACTIVE ON A 24-HOUR BASIS.

2) ANY TEMPORARY ACCESS ROUTES FOR PEDESTRIANS AND BICYCLISTS SHALL BE COMPLIANT WITH A.D.A. REQUIREMENTS.

3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING A YARD SITE SUITABLE TO STORE ALL EQUIPMENT AND MATERIALS TO BE USED ON THIS PROJECT. THE CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT PERMISSION FROM THE PROJECT MANAGER. ALL COSTS ASSOCIATED WITH THIS TASK, INCLUDING TAXES, SHALL BE BORNE BY THE CONTRACTOR. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

4) AS-BUILT PLANS: THE CONTRACTOR SHALL MAINTAIN AN UP-TO-DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT WITHIN ONE WEEK AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT. THE FINAL AS-BUILT PLANS SHALL BE SUBMITTED TO THE PROJECT MANAGER AT THE TIME OF FINAL WALK-THROUGH PRIOR TO FINAL PAYMENT.

5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENT FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHOULD CONTACT THE CITY'S WASTEWATER DIVISION AT 955-4650 FOR MORE INFORMATION AND PRICING REGARDING THE USE AND PRICING OF THE FIRE HYDRANT WATER METERING IF AVAILABLE. ANY ASSOCIATED COSTS WILL BE INCIDENTAL TO COMPLETION OF THE PROJECT AND NO SEPARATE PAYMENT WILL BE MADE THEREFOR.

6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS MAY BE DESIGNATED BY THE PROJECT MANAGER. ALL REMOVALS UNLESS OTHERWISE INDICATED SHALL BE INCIDENTAL TO CLEARING AND GRUBBING.

7) ANY SALVAGEABLE MATERIALS REMOVED FROM THIS PROJECT SHALL BE HAULED AND STOCKPILED AT A LOCAL LOCATION DETERMINED BY THE OWNER'S REPRESENTATIVE. SALE OF SUCH MATERIALS SHALL BE INCIDENTAL TO BID ITEM ~~202001 CLEARING AND GRUBBING~~ – DEMOLITION AND REMOVAL OF EXISTING STRUCTURE.

8) THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR NEW RIGHT-OF-WAY LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, PARKING OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.

9) OVERNIGHT PARKING OF VEHICLES OR EQUIPMENT WITHIN THE RIVER CHANNEL IS PROHIBITED.

10) THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PUBLIC AND PRIVATE PROPERTY, INCLUDING BUT NOT LIMITED TO WALLS, POWER STRUCTURES, FENCES, SIDEWALKS, TRAILS, DRIVES, SEWER OR WATER LINES, VALVE BOXES, MANHOLES, CURB AND GUTTER, ETC., DURING CONSTRUCTION AND SHALL REPAIR OR REPLACE SAME AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTATION OF ANY EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION.

11) ALL DIMENSIONS ON PLANS ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION AND/OR MODIFICATIONS IF NECESSARY TO FIT EXISTING CONDITIONS. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THE WORK AND COORDINATE ANY REQUIRED CHANGES WITH THE PROJECT ENGINEER.

12) CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE ANY GRAFFITI WITHIN 24 HOURS FROM ALL CONSTRUCTION MATERIALS EQUIPMENT AND SIGNAGE, WHETHER PERMANENT OR TEMPORARY.

13) ALL QUANTITIES SCHEDULED IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY. PAYMENT AND MEASUREMENT OF QUANTITIES SHALL BE DONE IN ACCORDANCE WITH SECTION 109 – MEASUREMENT AND PAYMENT OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION.

14) THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE, INCLUDING WEEKLY CONSTRUCTION MEETINGS WITH PRE-SET DATES, TWO (2) WEEKS PRIOR TO THE PRE-CONSTRUCTION CONFERENCE. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.

15) CITY OF SANTA FE NOISE ORDINANCE SFCC 5-10-2.48.(5)(A) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIALLY ZONED AREAS BETWEEN THE HOURS OF 9:00 P.M. AND 7:00 A.M. THE FOLLOWING DAY. THOSE REQUIREMENTS WILL ALSO BE ENFORCED FOR THIS PROJECT AREA. IN ACCORDANCE WITH SFCC 5-10-2.48.(5)(B) THE CONTRACTOR MAY REQUIRE APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.

16) THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING TREES AND OTHER VEGETATION TO REMAIN PER THE REQUIREMENTS IDENTIFIED IN THESE PLANS. SEE PLAN SHEETS FOR ADDITIONAL INFORMATION.

17) NO WORK IN THE SANTA FE RIVER CHANNEL OR BELOW THE ORDINARY HIGH WATER MARK SHALL OCCUR DURING SPRING RUNOFF OR SUMMER MONSOON SEASONS IN ACCORDANCE WITH CONDITION 4 OF THE CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION. SPRING RUNOFF SEASON TYPICALLY BEGINS ON APRIL 15 FOR THE SANTA FE RIVER CHANNEL. SEE REPORTS SHEET FOR ADDITIONAL INFORMATION REGARDING CLEAN WATER ACT SECTION 404/SECTION 401 REQUIREMENTS.

EARTHWORK

1) THE EARTHWORK QUANTITIES ARE BASED ON FINAL VOLUMES COMPACTED IN PLACE. ON-SITE EXCAVATION AND BACKFILL QUANTITIES ARE BASED ON AN ASSUMED SHRINK/SWELL FACTOR OF 1.0.

2) UNLESS OTHERWISE STATED WITHIN THIS PLAN SET, ALL SIDESLOPES SHALL BE SHOWN MAXIMUM KEEPING SLOPES FLATTER WHEREVER POSSIBLE AS DIRECTED BY THE PROJECT MANAGER. SLOPES SHALL TRANSITION SMOOTHLY TO EXISTING GRADES AND ADJACENT STRUCTURES IN ALL CASES. THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION LIMITS OR TO MEET EXISTING STRUCTURES.

3) MATERIAL PITS: NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. THE CONTRACTOR MAY OBTAIN SPECIFICATION BORROW OR SURFACING MATERIAL FROM ANY ACCEPTABLE SOURCE. ALL MATERIAL PIT ACTION SHALL BE GOVERNED BY SECTION 106 OF THE NMDOT STANDARD SPECIFICATIONS.

4) ALL EXCAVATION, RETAINING AND SHORING ACTIVITIES MUST BE CARRIED OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.650 SUBPART P.

5) THE CONTRACTOR SHALL BE RESTRICTED TO THE USE OF A 35-TON NON-VIBRATING ROLLER MAXIMUM TO OBTAIN THE REQUIRED COMPACTION FOR EMBANKMENT AND SUBGRADE ADJACENT TO VERTICAL BANKS WHERE THE USE OF HEAVIER OR VIBRATORY EQUIPMENT COULD DAMAGE UNDERGROUND UTILITIES OR OTHER STRUCTURES, OR CAUSE SLOPE FAILURE.

6) CONTRACTOR SHALL PROMPTLY CLEAN UP ANY MATERIAL EXCAVATED OR DEPOSITED WITHIN THE PUBLIC RIGHT-OF-WAY SO THAT THE EXCAVATED MATERIAL IS NOT SUSCEPTIBLE TO BEING WASHED AWAY.

7) FIELD VERIFICATION: THE CONTRACTOR SHALL FIELD VERIFY THE GRADES AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK. IF THERE IS A DISCREPANCY BETWEEN INDICATED EXISTING ELEVATIONS OR PROPOSED GRADE ELEVATIONS AND THE ACTUAL GRADE ELEVATIONS DETERMINED ON SITE, THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER TO DETERMINE WHAT CORRECTIONS NEED TO BE APPLIED. THIS WORK WILL BE PAID FOR UNDER THE CONTRACT PRICE FOR "CONSTRUCTION STAKING BY THE CONTRACTOR" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.

8) CONSTRUCTED GRADES AND STRUCTURES SHALL BE WITHIN +/- 0.1' (1-1/4") OF PLAN ELEVATIONS.

9) GRADING SHALL BE COMPLETED UNDER THE AUTHORITY OF A BUILDING PERMIT, THE APPLICATION FOR WHICH SHALL SHOW THE TYPE OF WORK AS "OTHER" ALONG WITH THE NOTATION OF "GRADING, LANDSCAPING, AND INFRASTRUCTURE" SHOWN THEREON. CALL 505-955-6948 FOR PERMIT INFORMATION.

UTILITIES

1) ** WARNING ** – EXISTING UTILITY LINE LOCATIONS ARE SHOWN IN APPROXIMATE MANNER ONLY AND OTHER SUCH LINES MAY EXIST WHERE NONE ARE SHOWN. THE LOCATION OF ANY SUCH EXISTING LINES IS BASED UPON INFORMATION PROVIDED BY THE UTILITY COMPANY THEMSELVES OR BY U. MEMO AND THE INFORMATION MAY BE INCOMPLETE OR MAY BE OBSOLETE BY THE TIME CONSTRUCTION COMMENCES. THE CONTRACTOR SHALL INFORM ITSELF OF THE LOCATION OF ANY UTILITY LINE IN OR NEAR THE AREA OF THE WORK IN ADVANCE OF AND DURING EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES. THE CONTRACTOR SHALL COMPLY WITH STATE, FEDERAL, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES IN PLANNING AND CONDUCTING EXCAVATION, WHETHER BY CALLING OR NOTIFYING THE UTILITIES COMPLYING WITH "BLUE STAKES" PROCEDURES, OR OTHERWISE.

2) THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WHEN WORKING NEAR THEIR SYSTEMS. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL NEW MEXICO ONE CALL SYSTEM AT 1-800-321-ALERT (2537) 48 HOURS PRIOR TO EXCAVATING, REGARDING LOCATION OF EXISTING UTILITIES. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE ITS ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.

3) IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES AND THEIR APPURTENANCES WITHIN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE THEREFORE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE THEREFOR. THE INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES.

4) ~~CONTRACTOR SHALL CONTACT THE CITY OF SANTA FE WATER (505-955-4200) AND/OR WASTEWATER (505-955-4650) DIVISIONS~~ SEVEN (7) WORKING DAYS IN ADVANCE OF ANY WORK THAT MAY AFFECT EXISTING PUBLIC WATER AND/OR SEWER UTILITIES.

UTILITY CONTACTS

UTILITY	ENTITY	TELEPHONE
WATER	SANGRE DE CRISTO WATER CO. CITY OF SANTA FE	988-4265 955-4333 (EMERGENCY)
SEWER	CITY OF SANTA FE PUBLIC UTILITIES	955-6666
GAS	NEW MEXICO GAS	473-7228 888-664-2726 (EMERGENCY)
ELECTRIC	PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM)	473-3209 950-1997 (EMERGENCY)
CITY OF SANTA FE STREETS AND DRAINAGE	~~JAVIER MARTINEZ~~ FELIPE TRUJILLO	505-955-2402
STORMWATER INFRASTRUCTURE	DAVID PIKE	955-2134
RIVER & WATERSHED ~~RESOURCE~~ PROJECT ADMINISTRATOR	~~MELISSA MORENO~~ ZOE ISSACSON	955-~~4840~~ 6853

SUMMARY OF EARTHWORK

EARTHWORK IN CUBIC YARDS

	CUT	FILL	NET
BASE BID	AREA 4	0	0	0 CY
	AREA 6	937	775	162 CY
	AREA 8	77	725	651 FILL
	BASE BID NET FILL			33 CY

	CUT	FILL	NET
ADDITIVE ALTERNATE 1	AREA 7	1,166	47	1,119 CY
	BASE BID + ALT. 1 NET CUT			1,138 CY

	CUT	FILL	NET
ADDITIVE ALTERNATE 2	AREA 8	0	0	0 CY
	BASE BID + ALT. 2 NET CUT			1,171 CY

SUMMARY OF QUANTITIES

BASE BID BARE 4 – AREA 6 AREA 8

ITEM NO.	SPEC. NO.	DESCRIPTION	UNITS	AREA 4 QUANTITY	AREA 6 QUANTITY	AREA 8 QUANTITY	ADD'L QUANTITY
1	101	MOBILIZATION	LS	---	---	---	1
2	107	CONSTRUCTION STORMWATER MANAGEMENT	LS	---	---	---	1
3	107	CONSTRUCTION STORMWATER MONITORING	LS	---	---	---	1
4	201	CLEARING AND GRUBBING	AC	43	26	15	11.2
5	202	REMOVAL OF STRUCTURE AND OBSTRUCTION	EA	15	9	6	1
6	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	2,...	1,...	740	900
7	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...	1,...	1,...	900
8	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	9	5	15	900
9	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	9	5	9	900
10	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	9	5	9	900
11	204	IMPORTED BORROW	CY	9	5	9	900
12	206	STRUCTURE EXCAVATION	LS				1

** NOTE: ITEM NO. 12 IS INCIDENTAL

ADDITIVE ALTERNATE NO. 1

ITEM NO.	SPEC. NO.	DESCRIPTION	UNITS	QUANTITY
1	101	MOBILIZATION	LS	1
2	107	CONSTRUCTION STORMWATER MANAGEMENT	LS	1
3	107	CONSTRUCTION STORMWATER MONITORING	LS	1
4	202	REMOVAL OF STRUCTURE AND OBSTRUCTION	EA	1
5	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
6	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
7	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
8	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
9	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
10	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
11	206	STRUCTURE EXCAVATION	CY	1
12	207	GEOTEXTILE FOR EARTH RETENTION	SY	1,...
13	212	TOPSOIL	CY	1,...
14	212	SEEDING, DRILL METHOD	AC	1
15	212	SEEDING, HYDROMULCH METHOD	AC	1
16	212	SEEDING, TEMPORARY	AC	1
17	212	MULCH	AC	1
18	212	FERTILIZER	TN	1
19	212	WATER	MG	1
20	212	SEED, WILDFLOWER	LB	1
21	212	SEED, SHRUB	LB	1
22	212	SEED, GRASS	LB	1
23	212	SEED, COVER	LB	1
24	212	SEED, NURSE	LB	1
25	212	SEED, TEMPORARY	LB	1
26	212	SEED, WETLAND	LB	1
27	212	SEED, RIPARIAN	LB	1
28	212	SEED, UPLAND	LB	1
29	212	SEED, TEMPORARY	LB	1
30	212	SEED, TEMPORARY	LB	1
31	212	SEED, TEMPORARY	LB	1
32	212	SEED, TEMPORARY	LB	1
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41	212	SEED, TEMPORARY	LB	1
42	212	SEED, TEMPORARY	LB	1
43	212	SEED, TEMPORARY	LB	1
44	212	SEED, TEMPORARY	LB	1
45	212	SEED, TEMPORARY	LB	1

ADDITIVE ALTERNATE NO. 2

ITEM NO.	SPEC. NO.	DESCRIPTION	UNITS	QUANTITY
1	101	MOBILIZATION	LS	1
2	107	CONSTRUCTION STORMWATER MANAGEMENT	LS	1
3	107	CONSTRUCTION STORMWATER MONITORING	LS	1
4	202	REMOVAL OF STRUCTURE AND OBSTRUCTION	EA	1
5	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
6	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
7	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
8	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
9	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
10	203	EXCAVATION, EMBANKMENT AND DISPOSAL	CY	1,...
11	206	STRUCTURE EXCAVATION	CY	1
12	207	GEOTEXTILE FOR EARTH RETENTION	SY	1,...
13	212	TOPSOIL	CY	1,...
14	212	SEEDING, DRILL METHOD	AC	1
15	212	SEEDING, HYDROMULCH METHOD	AC	1
16	212	SEEDING, TEMPORARY	AC	1
17	212	MULCH	AC	1
18	212	FERTILIZER	TN	1
19	212	WATER	MG	1
20	212	SEED, WILDFLOWER	LB	1
21	212	SEED, SHRUB	LB	1
22	212	SEED, GRASS	LB	1
23	212	SEED, COVER	LB	1
24	212	SEED, NURSE	LB	1
25	212	SEED, TEMPORARY	LB	1
26	212	SEED, TEMPORARY	LB	1
27	212	SEED, TEMPORARY	LB	1
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40	212	SEED, TEMPORARY	LB	1
41	212	SEED, TEMPORARY	LB	1
42	212	SEED, TEMPORARY	LB	1
43	212	SEED, TEMPORARY	LB	1
44	212	SEED, TEMPORARY	LB	1
45	212	SEED, TEMPORARY	LB	1

Design Revisions

Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

GENERAL NOTES

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Designed By	Checked By	Project Number	Sheet
JMC/RMO	WJM	19060	4 of 17
Drawn By	Date		
AMR/RMO	June 28, 2019		



SUPPLEMENTAL TEMPORARY BENCHMARKS

Description	Elevation	Northing	Easting
TBM-1	6775.17	1702222.93	1721467.84
TBM-3	6771.49	1702037.77	1721569.38
TBM-2	6779.74	1702504.89	1722189.02
TBM-4	6768.35	1702190.75	1721645.14
TBM-5	6773.16	1702061.67	1721717.17

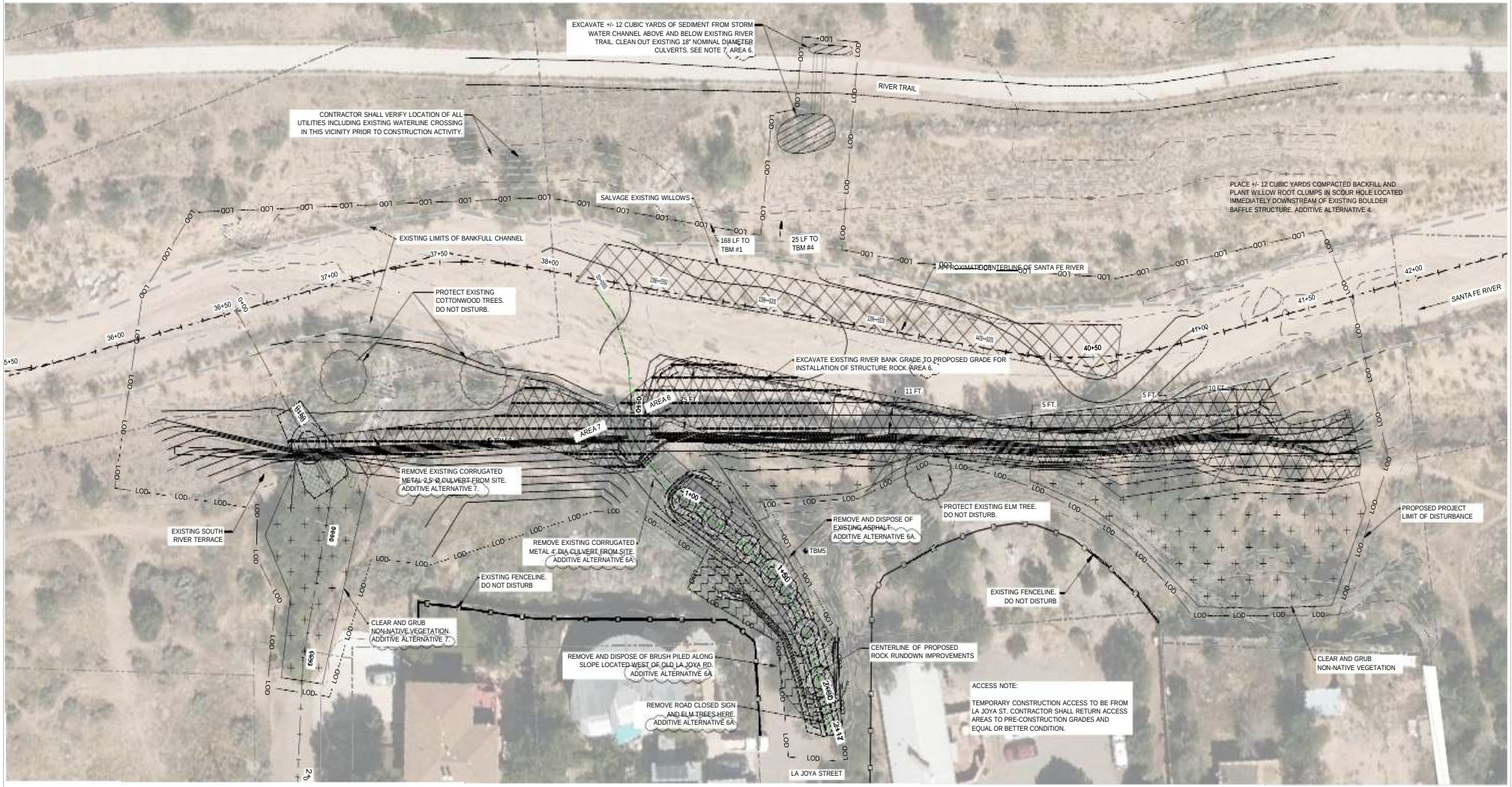
Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

OVERALL PLAN KEY MAP

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
RICARDO BRIDGE TO DON JOSE OUTFALL

Designed By:	Checked By:	Project Number:	Sheet
JMC/RMO	WJM	19060	5 of 17
Drawn By: AMR/RMO	Date: June 28, 2019		



PLAN: SANTA FE RIVER @ LA JOYA ST.

NOTES:
1. BING AERIAL IMAGERY DATED 2021 IS NOT ORTHO-RECTIFIED AND IS FOR ILLUSTRATIVE PURPOSES ONLY.

DEMOLITION NOTES:

1. CONTRACTOR SHALL IMPLEMENT THE ENGINEER APPROVED TRAFFIC CONTROL PLAN, INCLUDING TEMPORARY DETOURS TO BYPASS PEDESTRIAN AND BICYCLE TRAFFIC AROUND THE PROJECT SITE.
2. CONTRACTOR MUST TAKE MEASURES TO PROTECT FROM DISTURBANCE ANY NATIVE TREES AND SHRUBS, INCLUDING COTTONWOOD SPECIES LOCATED WITHIN THE LIMITS OF DISTURBANCE. SHOULD CONTRACTOR IDENTIFY ANY COTTONWOOD TREES THAT ARE IN CONFLICT WITH THE PROPOSED STRUCTURES AND/OR GRADING, CONTRACTOR SHALL CONTACT ENGINEER AT (505) 983-7694. ENGINEER SHALL PROVIDE CLARIFICATION IN CONSULTATION WITH PUBLIC WORKS - LANDSCAPE ARCHITECT ON WHERE TO TRANSPLANT THE EXISTING COTTONWOOD, IF NEEDED.
3. ERODED SOUTH BANK OF SANTA FE RIVER SHALL BE EXCAVATED TO PROPOSED GRADE TO INSTALL ROCK WALL BANK STABILIZATION. EXCAVATED EARTH SHALL BE SALVAGED AND USED AS BACKFILL. CONTRACTOR SHALL SALVAGE AND SORT COBBLE FOR USE IN RIVER RUNDOWN STABILIZATION STRUCTURE.
4. DEMOLISH AND REMOVE FROM SITE EXISTING ASPHALT SURFACE WITHIN DESIGNATED AREAS SHOWN ON THIS PLAN. ASPHALT RUBBLE SHALL BE DISPOSED OF BY CONTRACTOR IN AN APPROVED LANDFILL. BRUSH AND DEBRIS LOCATED WITHIN LIMIT OF DISTURBANCE SHALL BE CLEARED AND REMOVED BY THE CONTRACTOR.
5. DEMOLISH AND REMOVE FROM SITE THE EXISTING 4 FOOT DIAMETER CORRUGATED METAL CULVERT. CONTRACTOR SHALL TAKE CARE TO PRESERVE THE INTEGRITY OF THE EXISTING ROCK OUTFALL STRUCTURE WHEN REMOVING THE EXISTING CULVERT.
6. ROAD CLOSED SIGN LOCATED AT THE DEAD END OF LA JOYA ST ON THE SOUTH BANK OF THE SANTA FE RIVER SHALL BE REMOVED AND RETURNED TO CITY BY THE CONTRACTOR.
7. CONTRACTOR SHALL CLEAR AND GRUB EXISTING NON-NATIVE TREES FROM WITHIN LIMITS OF DISTURBANCE WITH A DIAMETER AT BREAST HEIGHT (DBH) CALIPER LESS THAN 6 INCHES. ANY TREE REMOVAL GREATER THAN 6 INCHES IN DIAMETER MUST RECEIVE APPROVAL, PRIOR TO REMOVAL, BY PUBLIC WORKS - LANDSCAPE ARCHITECT.

DEMOLITION AREAS WITHIN LIMIT OF DISTURBANCE

- EXCAVATE ERODED SOUTH RIVER BANK NEAR LA JOYA RD TO PROPOSED GRADE.
- CLEAR AND DISPOSE OF STOCKPILED BRUSH AND DEBRIS.
- REMOVE ASPHALT AND BROKEN CONCRETE ALONG SOUTH SLOPE OF EXISTING LA JOYA ST RUNDOWN STRUCTURE. REMOVE ROAD CLOSED SIGN AND EXISTING CULVERT.
- DO NOT DISTURB DESIGNATED TREES. SEE NOTE 7.
- SALVAGE EXISTING WILLOWS IN LIMITS OF DISTURBANCE. SOAK IN TANK OF WATER FOR A MINIMUM OF 48 HOURS AND REPLANT IN ACCORDANCE WITH PLANTING PLAN.
- PARCEL BOUNDARY

LEGEND

- APPROXIMATE PARCEL DATA (SANTA FE COUNTY)
- LIMITS OF EXISTING BANKFULL CHANNEL
- 41+00 BASELINE OF EXISTING BANKFULL CHANNEL
- LOD PROPOSED LIMITS OF DISTURBANCE

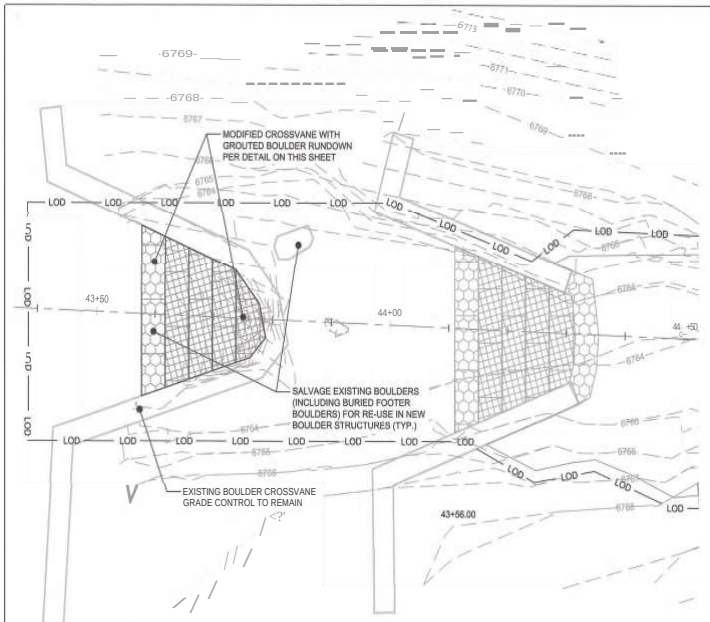
Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

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Santa Fe, NM 87505

DEMOLITION PLAN

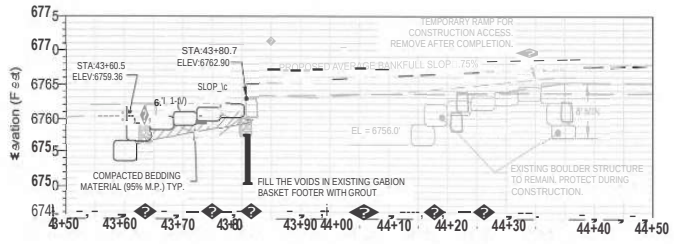
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE B)
SANTA FE, NM

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	17080	6 of 17
Drawn By:	Date:		
AMR	JUNE 29, 2018		



PLAN -AREA 4

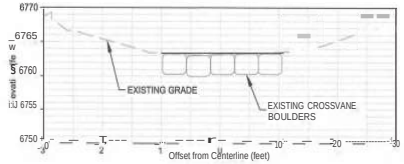
SCALE: 1" = 10'



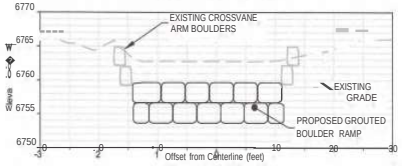
PROFILE- AREA 4

SCALE: 1" = 10' (H & V)

RIVER STATION: 43+83.0

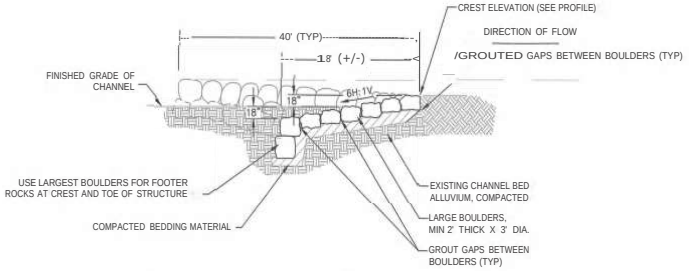


RIVER STATION: 43+56.0



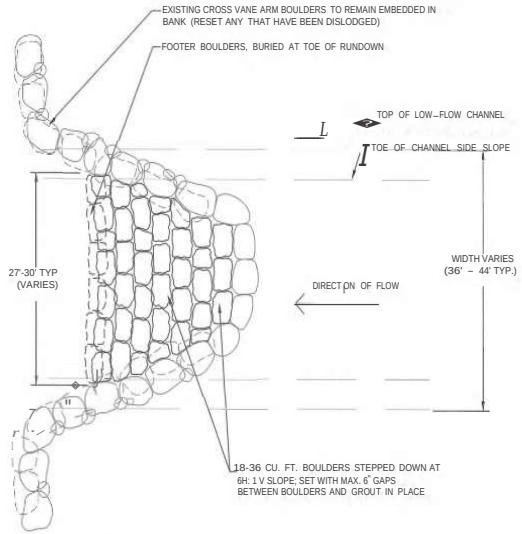
SECTIONS- AREA 4

SCALE: 1" = 10' (H & V)



SECTION A: BOULDER CROSSVANE REPAIR

(NTS)



DETAIL: BOULDER CROSSVANE REPAIR

(NTS)

LEGEND AREAS 1-4

- SANTA FE RIVER CENTERLINE
- EXISTING 1 FT. CONTOURS
- EXISTING THALWEG
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 54 CF)
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- COMPACTED BACKFILL
- PROPOSED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED 1 FT. CONTOURS
- PROPOSED LIMITS OF DISTURBANCE
- RECORD ELEVATIONS COLLECTED APRIL 20, 2020

NOTES:

1. STORE/STOCKPILE BOULDERS IN CENTRAL LOCATION OUT OF MAIN CHANNEL, AS APPROVED BY OWNER'S REPRESENTATIVE.
2. USE CARE DURING CONSTRUCTION ACTIVITY TO AVOID DAMAGE TO EXISTING VEGETATION, EXISTING GABION BASKET FOOTERS AND BOULDERS TO REMAIN IN PLACE.
3. PROTECT EXISTING CONCRETE TRAIL FROM DAMAGE DURING CONSTRUCTION. TRAIL SHALL REMAIN OPEN DURING CONSTRUCTION.

Design Revisions

Rev. No.	Description	Approved	Date

SITES SOUTHWEST

william j. miller ENGINEERS

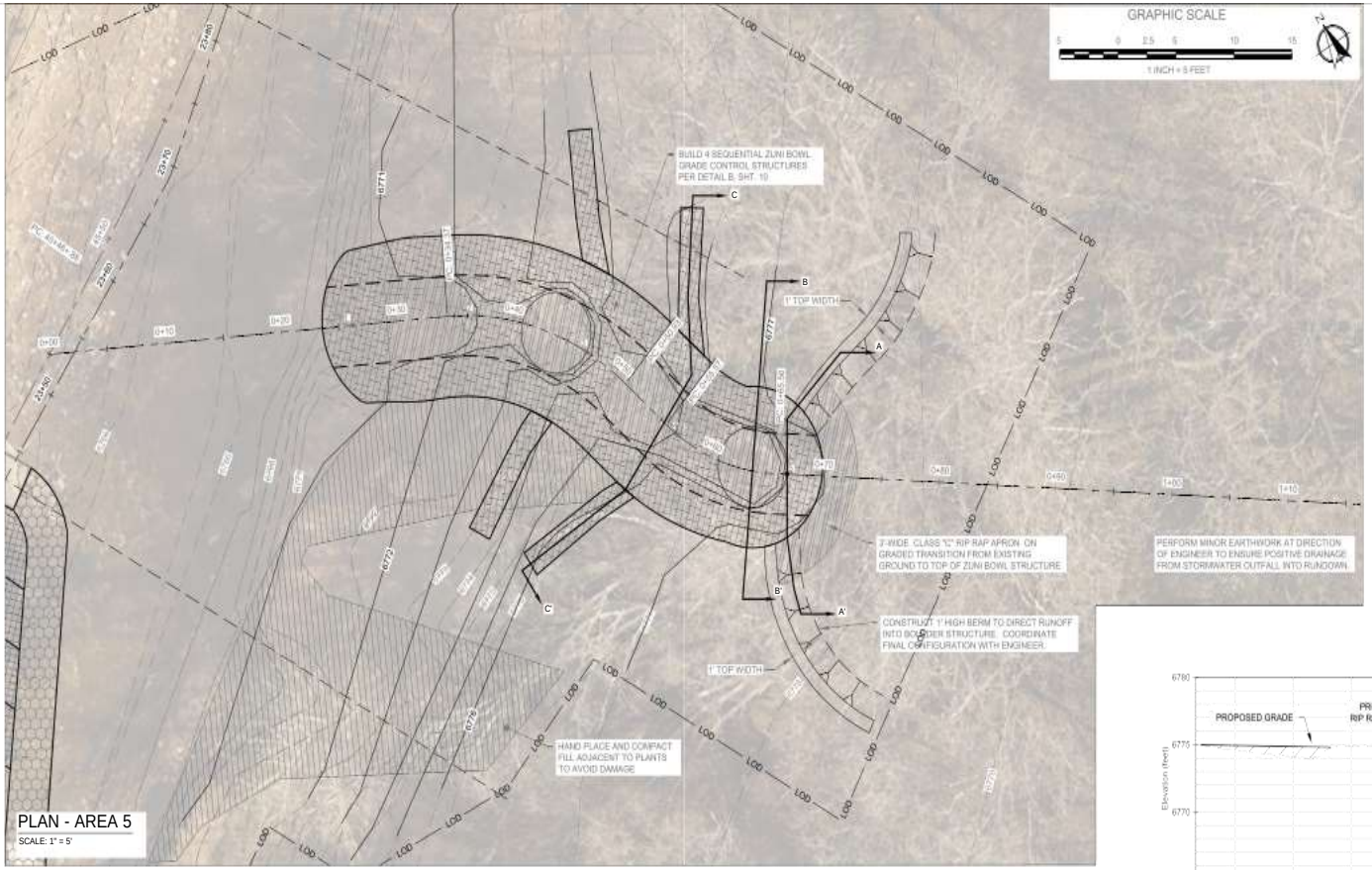
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1511 Third St.,
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 4

City of Santa Fe

SANTA FE RIVER
FLOOD DAMAGE REPAIR
RICARDO BRIDGE TO DON JOSE OUTFALL

Drawn By	Checked By	Project Number
AWR	WJM	19060
	Date: June 28 2019	Sheet: 7 of 17

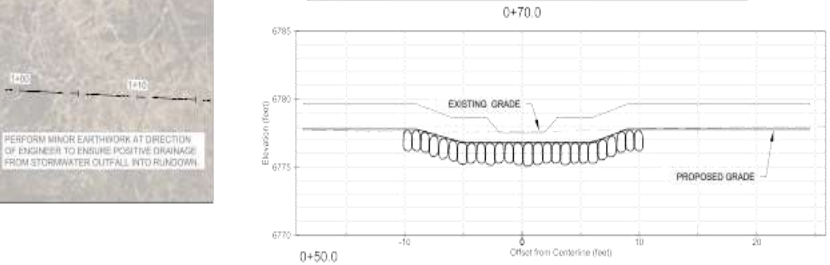


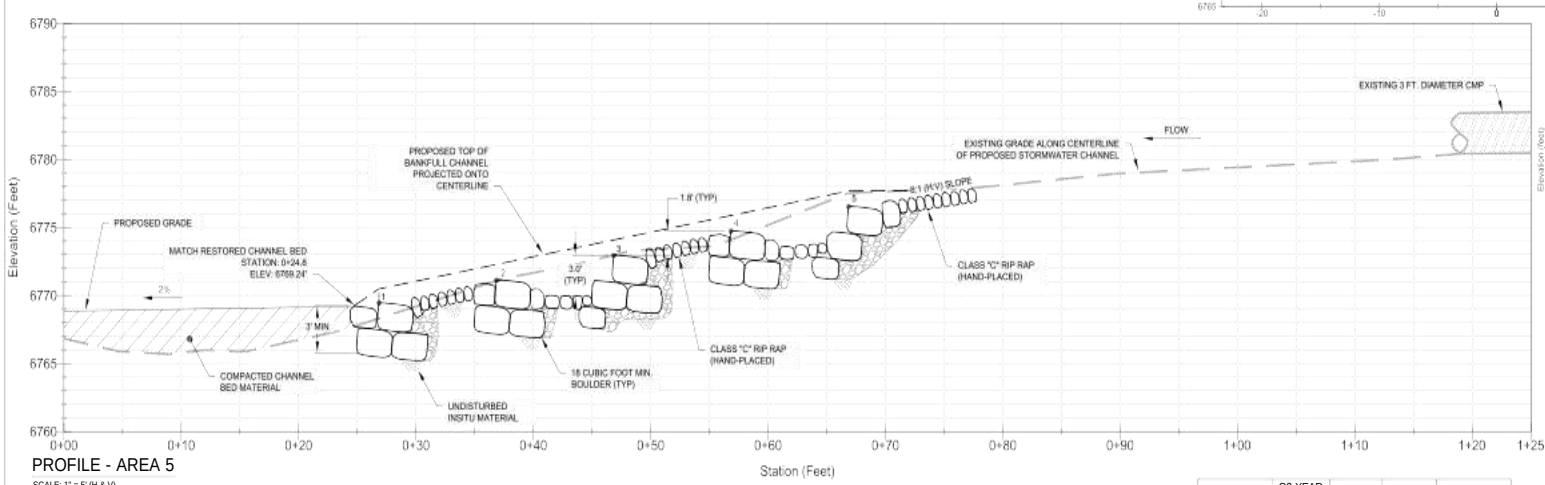
PLAN - AREA 5

SCALE: 1" = 5'

LEGEND AREA 5

- SANTA FE RIVER CENTERLINE
- EXISTING 1 FT. CONTOURS
- EXISTING THALWEG
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 54 CF)
- COMPACTED BACKFILL
- PROPOSED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED GROUTED BOULDER STRUCTURE (MIN. BOULDER VOLUME 18 CF)
- PROPOSED CLASS "C" RIP RAP (HAND-PLACED)
- PROPOSED 1 FT. CONTOURS
- PROPOSED BANKFULL
- PROPOSED LIMITS OF DISTURBANCE
- PROPOSED GRADED GRAVEL FILTER



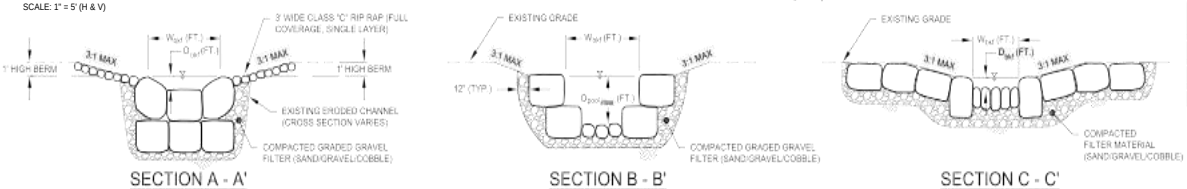


PROFILE - AREA 5

SCALE: 1" = 5' (H & V)

SECTIONS - AREA 5

SCALE: 1" = 5' (H & V)



DESCRIPTION	Q2-YEAR (CFS)	W_{bkf} (FT)	D_{bkf} (FT)	$D_{pool\ max}$(FT)
AREA 5	41	6	1.1	3
AREA 9	12	5	0.5	2.5
AREA 10	1.5	4	0.3	2.5

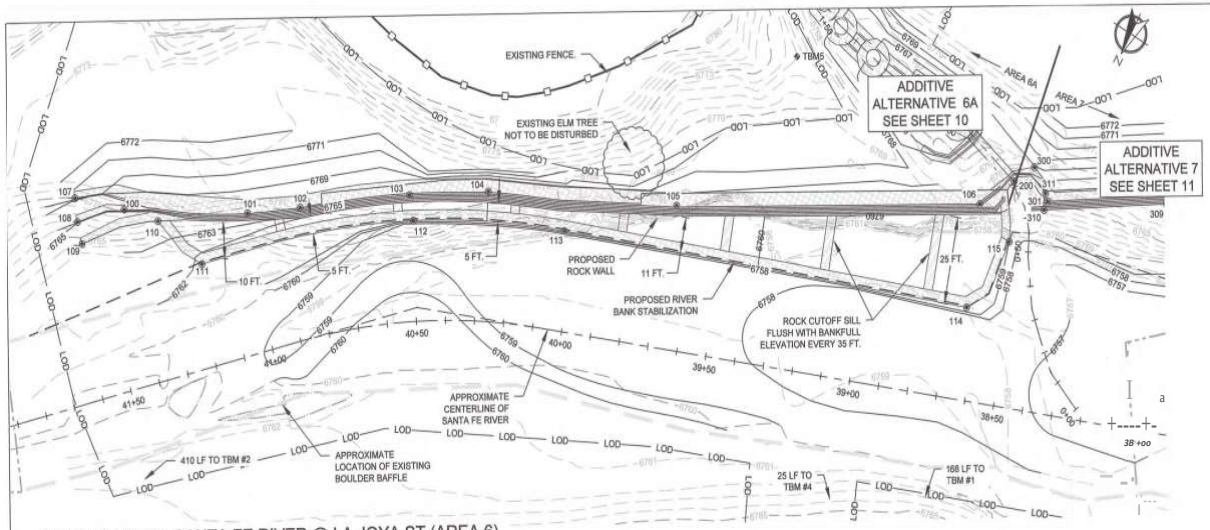
Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

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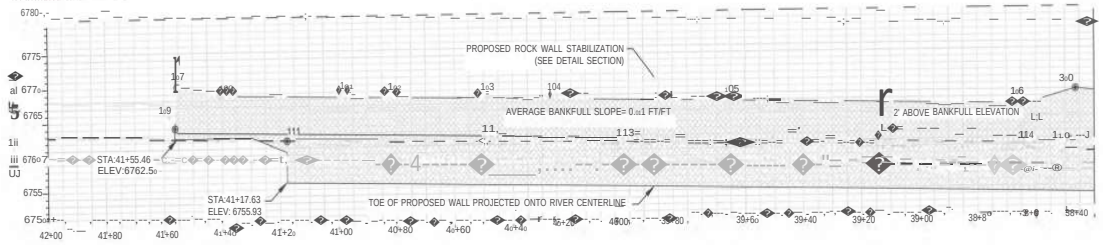
GRADING PLAN & PROFILE - ~~AREA 5~~
ADDITIVE ALTERNATIVE 5

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

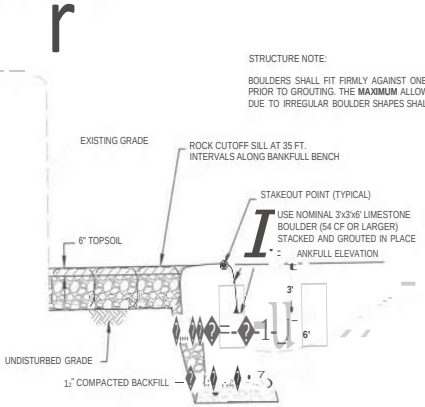
Designed by	Checked by	Project Number	Sheet
JMC/RMO	WJM	19060	8 of 17
Drawn By	Date		
AMR/RMO	June 28, 2019		



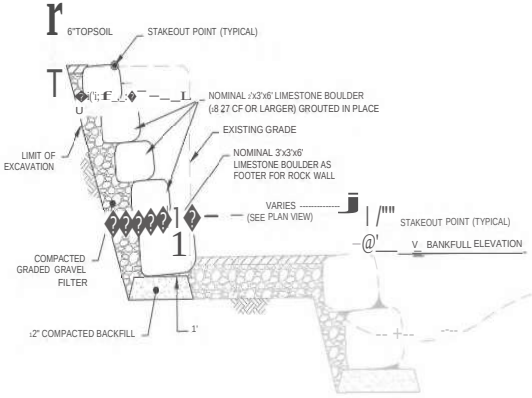
GRADING PLAN: SANTA FE RIVER @ LA JOYA ST (AREA 6)
SCALE: 1" = 20'



PROFILE: SANTA FE RIVER@ LA JOYA ST (AREA6)
SCALE: 1" = 20' H; 1" =10' V



TYPICAL RIVER BANK SECTION (STEP 1)
(N.T.S)



TYPICAL RIVER BANK SECTION (STEP 2)
(N.T.S)

CONSTRUCTION SEQUENCE:

1. CONSTRUCTION OF THE PROPOSED GROUTED BOULDER BANK PROTECTION AND GROUTED BOULDER WALL COMPRISING AREA 6 OF THE PROJECT SHALL BE PERFORMED IN A TWO STEP SEQUENCE.
2. STEP ONE INCLUDES ALL STRUCTURE(S) THAT ARE AT OR BELOW BANKFULL ELEVATION, INCLUDING BOULDER CUTOFF SILLS. PRIORITY SHOULD BE GIVEN TO COMPLETE ALL OF STEP ONE PRIOR TO INITIATION OF STEP TWO ACTIVITY. **STEP ONE MUST BE COMPLETED PRIOR TO APRIL 15, 2022**, DEPENDING ON WEATHER AND FLOWS IN THE SANTA FE RIVER.
3. STEP TWO INCLUDES ALL STRUCTURES ABOVE THE BANKFULL BENCH/FLOODPLAIN ELEVATION. STEP TWO WORK MAY BE PERFORMED FROM OUTSIDE THE RIVER CHANNEL IF POSSIBLE, OR IT MUST BE COMPLETED DURING LOW-FLOWS IN THE SANTA FE RIVER. A RE-MOBILIZATION/DEMOBILIZATION LINE ITEM IS INCLUDED IN THE BID BOOK IN THE EVENT THAT STEP TWO WORK CANNOT BE COMPLETED PRIOR TO APRIL 15, 2022.

T MPORARY BENCHMARKS

NORTHING	EASTING	ELEVATION (NAVO 88)	DESCRIPTION	LATITUDE	LONGITUDE
17[illegible]2222.93	172[illegible]467.84	6775.17	TBM-1	35.6781410	-105.977[illegible]82[illegible]
17[illegible]2504.89	17[illegible]2[illegible]89.02	6779.74	TBM-2	35.67891[illegible]	-1[illegible]5.974651[illegible]
1702[illegible]37.77	1721569.38	677[illegible].49	TBM-3	35.67763[illegible]6	-[illegible]5.97674[illegible]9
17[illegible]219[illegible].75	172[illegible]645.14	6768.35	TBM-4	35.678[illegible]513	-105.9764854
1702[illegible]6[illegible].67	172[illegible]717.17	6773.16	TBM-5	35.6944444	-1[illegible]5.9763889

EXCESS EARTHWORK SUMMARY

AREA NO.	ITEM	EXCESS EARTHFILL* (CUBIC YARDS)
7	ALEJANDRO CHANNEL REHABILITATION	1188
6	SOUTH BANK PROTECTION AT LA JOYA	845
6A	LA JOYA CHANNEL REHABILITATION	195

* ESTIMATED QUANTITY OF MATERIAL REQUIRED TO BE REMOVED FROM SITE BY CONTRACTOR

- EXISTING 1' CONTOURS
- TBM-1 TEMPORARY BENCHMARK
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED RIVER BANK STABILIZATION 8'x3'x6' (54 CF **MIN.**)
- PROPOSED ROCK WALL MINIMUM BOULDER SIZE: 2'x3'x6' (36 CF MIN.)
- EXISTING LIMIT OF BANKFULL CHANNEL
- PROPOSED LIMIT OF BANKFULL CHANNEL
- 41+00 EXISTING CHANNEL CENTERLINE
- 6760 PROPOSED 1' CONTOURS
- PROPOSED LIMITS OF DISTURBANCE
- EXISTING FENCE

AREA6

BANK STABALIZATION STAKEOUT POINTS

Point#	Elevation	Northing	Easting	Description
[illegible]O[illegible]	6768.66	17022[illegible]0.84	17[illegible]19[illegible]6.15	TOP OF ROCK
1[illegible]1	6768.21	1702183.76	[illegible]721867.54	TOP OF ROCK
102	6768.[illegible]6	1702174.57	[illegible]721851.87	TOP OF ROCK
1[illegible]3	6767.75	1702155.[illegible]6	[illegible]721819.63	TOP OF ROCK
104	6767.5[illegible]	1[illegible]70[illegible]142.56	[illegible]721795.66	TOP OF ROCK
1[illegible]5	6766.88	1[illegible]7[illegible]0[illegible]118.52	[illegible]721735.62	TOP OF ROCK
1[illegible]6	6765.89	17[illegible]0[illegible]73.26	[illegible]721641.89	TOP OF ROCK
107	6770.[illegible]0	17[illegible]2205.17	1721922.99	TOP OF ROCK
1[illegible]8	6767.[illegible]0	170[illegible]221[illegible]1.00	172[illegible]19[illegible]9.17	TOP OF ROCK
1[illegible]9	6764.[illegible]00	17[illegible]022[illegible]6.12	17219[illegible]4.97	TOP OF ROCK
11[illegible]	6764.[illegible]0	17[illegible]0[illegible]198.95	1721894.27	TOE
1[illegible]1	6761.95	17[illegible]22[illegible]3.78	[illegible]721875.24	BKF
[illegible]12	6761.[illegible]4	[illegible]702[illegible]61.33	[illegible]721815.23	BKF
113	6760.50	17[illegible]2141.77	172[illegible]767.11	BKF
1[illegible]4	6759.22	17[illegible]21[illegible]2.3[illegible]	1721632.94	BKF
1[illegible]5	6759.1[illegible]	17[illegible]2[illegible]78.73	172[illegible]628.[illegible]3	BKF

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1511 Third St.,
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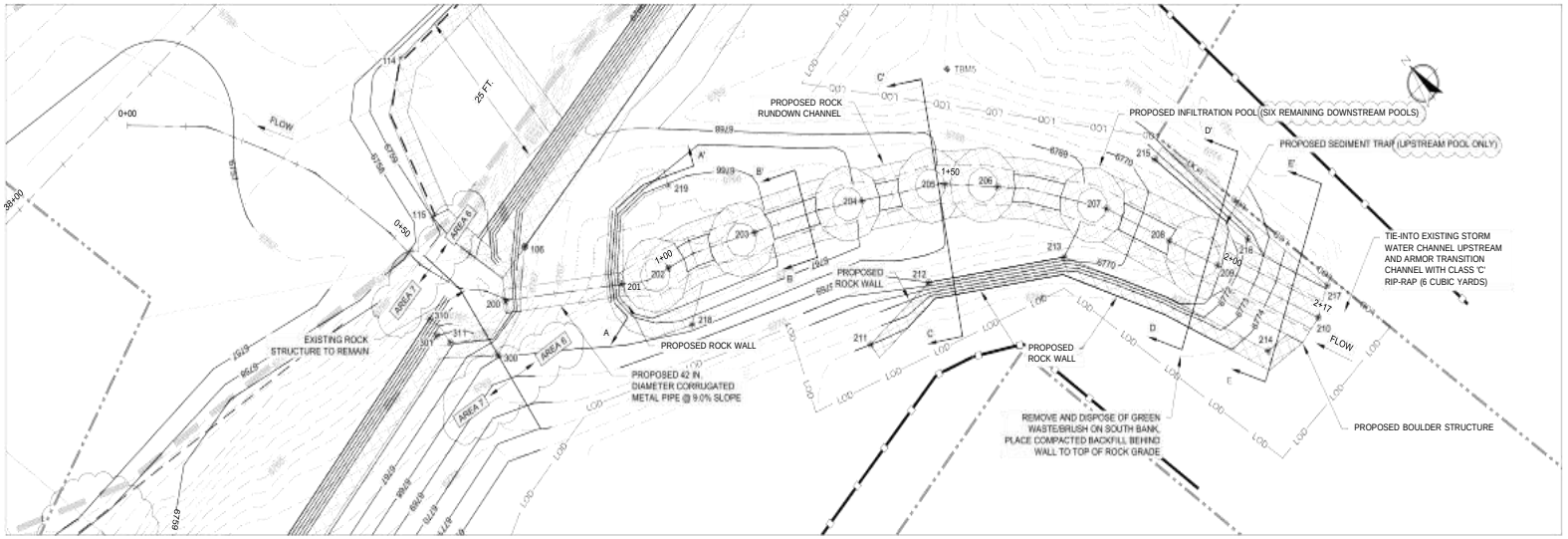
GRADING PLAN & PROFILE - AREA6

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET RIVER BANK STABILIZATION REPAIR (PHASE 8)
SANTA FE, NM

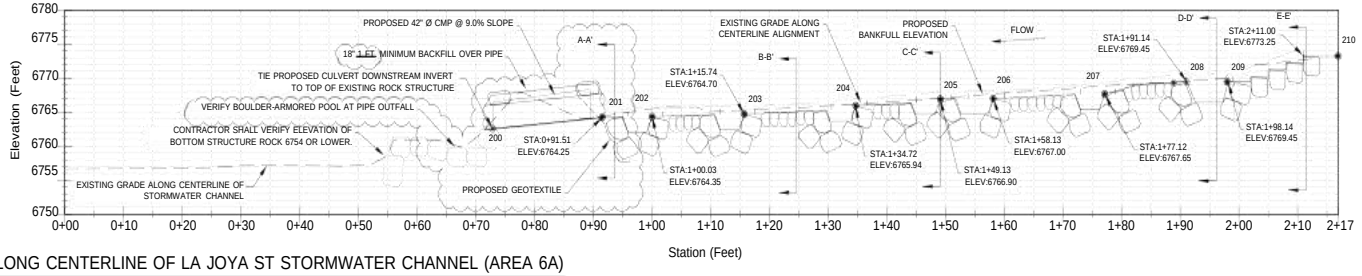
Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2[illegible]18
2	UPDATE BID PACKAGE	WJM	NOV 2[illegible]21

JOHN M. CRITCHFIELD — NEW MEXICO — 21128 — PROFESSIONAL ENGINEER — 11/15/[illegible]

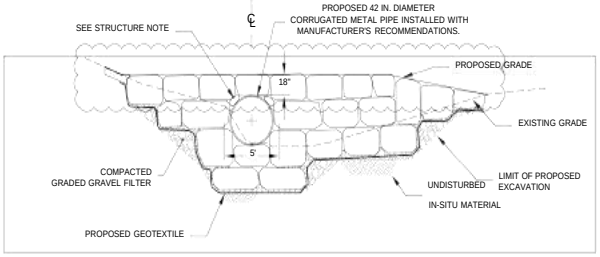
DESIGNED	DRAWN	JOB NO.	SHEET NO.
JMC	WJM	17080	9 of 17
CHECKED	DATE		
AMR	JUNE 29 2018		



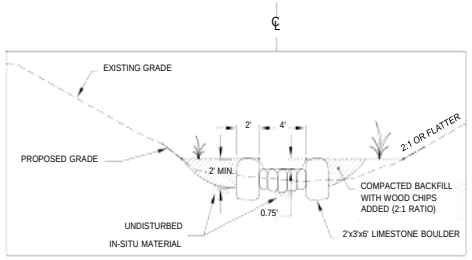
PLAN: LA JOYA ST STORMWATER CHANNEL (AREA 6A)
SCALE: 1" = 10'



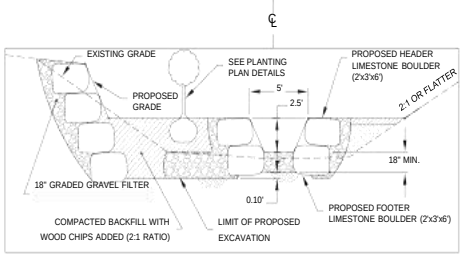
PROFILE: ALONG CENTERLINE OF LA JOYA ST STORMWATER CHANNEL (AREA 6A)
SCALE: 1" = 10' H; 1" =5' V



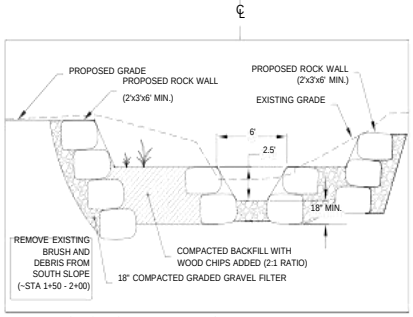
SECTION A-A': AT CMP INLET INVERT
SCALE: 1"=5' (H:V)



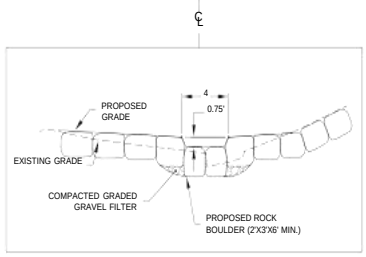
SECTION B-B': RUNDOWN CHANNEL
SCALE: 1"=5' (H:V)



SECTION C-C': INFILTRATION POOL
SCALE: 1" = 5' (H:V)



SECTION D-D': AT SEDIMENT TRAP
SCALE: 1"=5' (H:V)



SECTION E-E': BOULDER RUNDOWN
SCALE: 1"=5' (H:V)

STRUCTURE NOTE:

BOULDERS SHALL FIT FIRMLY AGAINST ONE ANOTHER. THE MAXIMUM ALLOWABLE GAP DUE TO IRREGULAR BOULDER SHAPES SHALL BE 6"x6". SUCH GAPS MUST BE HAND FILLED FROM UP-SLOPE SIDE USING A SINGLE ROCK AND FURTHER REINFORCED BY INSTALLING A GRADED GRAVEL FILTER OF MINIMUM THICKNESS 18".

LEGEND

- EXISTING 1' CONTOURS
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED BOULDER STRUCTURE 2'x3'x6' (3'ICF MIN.)
- PROPOSED HAND PLACED CLASS 'C' RIPRAP
- PROPOSED LIMIT OF BANKFULL CHANNEL
- EXISTING CHANNEL CENTERLINE
- PROPOSED 1' CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- COMPACTED COARSE BACKFILL
- GRADED GRAVEL FILTER
- FENCE

AREA 6A

BANK STABALIZATION STAKEOUT POINTS

Point #	Elevation	Northing	Easting	Description
200	6762.45	1702062.22	1721634.19	INV
201	6764.25	1702056.16	1721653.25	INV
202	6764.35	1702054.97	1721661.56	INV
203	6764.70	1702053.54	1721677.15	INV
204	6765.94	1702050.13	1721695.79	INV
205	6766.90	1702046.38	1721709.67	INV
206	6767.00	1702042.28	1721717.68	INV
207	6767.65	1702031.58	1721733.30	INV
208	6769.45	1702022.76	1721741.07	INV
209	6769.45	1702016.03	1721747.10	INV
210	6773.25	1702001.80	1721759.51	INV
211	6774.00	1702030.26	1721688.26	TOP OF ROCK
212	6774.00	1702034.42	1721701.12	TOP OF ROCK
213	6774.00	1702028.10	1721723.73	TOP OF ROCK
214	6774.00	1702000.94	1721749.63	TOP OF ROCK
215	6772.00	1702034.70	1721743.83	TOP OF ROCK
216	6772.00	1702017.33	1721753.35	TOP OF ROCK
217	6774.00	1702005.45	1721762.89	TOP OF ROCK
218	6768.00	1702045.66	1721661.75	TOP OF ROCK
219	6767.00	1702065.99	1721666.67	TOP OF ROCK

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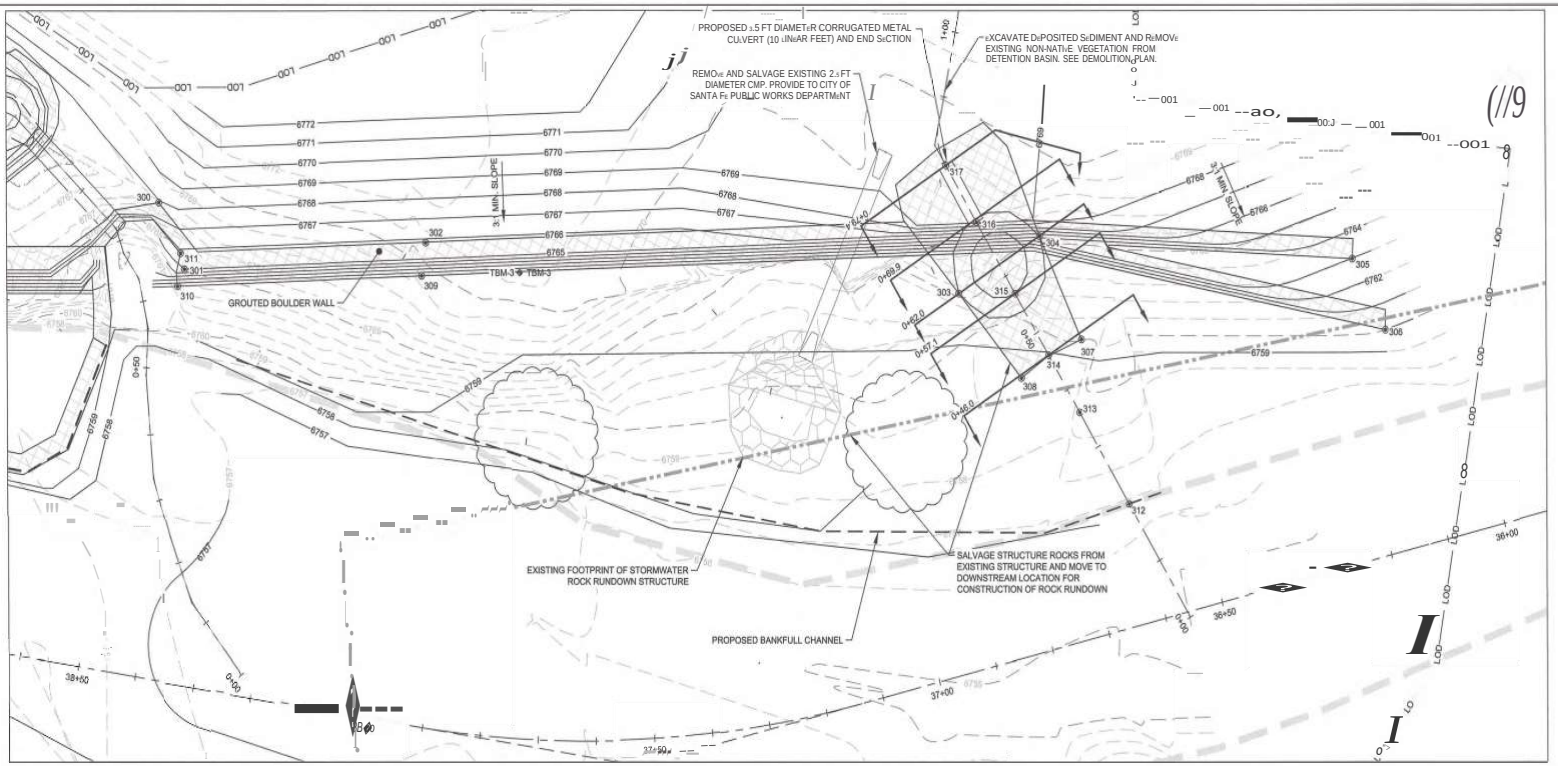
ADDITIVE ALTERNATIVE A
GRADING PLAN & PROFILE - AREA 6A
LA JOYA ST. STORMWATER CHANNEL
ADDITIVE ALTERNATIVE 6A

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE B)
SANTA FE, NM

Design Revisions

Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	17080	10 of 17
Drawn By: AMR	Date: JUNE 29, 2018		

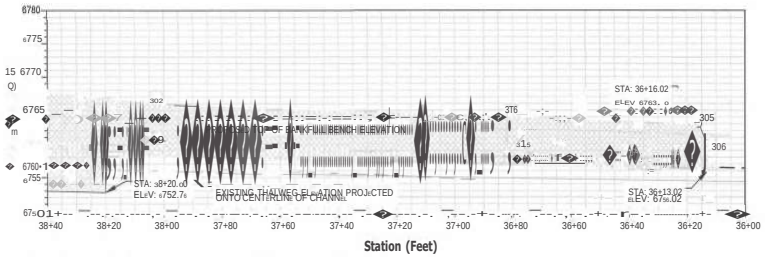


LEGEND

- EXISTING 1' CONTOURS
- APPROXIMATE PROPERTY LINE (SANTA FE COUNTY PARCEL DATA)
- PROPOSED BOULDER STRUCTURE 2'x3'x3' (18-27 CF MIN.)
- PROPOSED HAND PLACED CLASS 'C' RIPRAP
- PROPOSED LIMIT OF BANKFULL CHANNEL
- EXISTING CHANNEL CENTERLINE
- PROPOSED 1' CONTOUR
- PROPOSED LIMITS OF DISTURBANCE
- COMPACTED COARSE BACKFILL
- COARSE BACKFILL WITH WOOD CHIPS

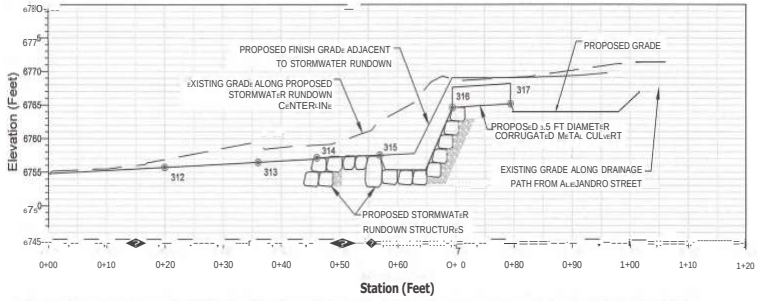
PLAN: ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

SCALE: 1" = 10'



PROFILE: ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

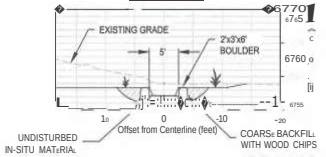
SCALE: 1" = 20' (H); 1" = 10' (V)



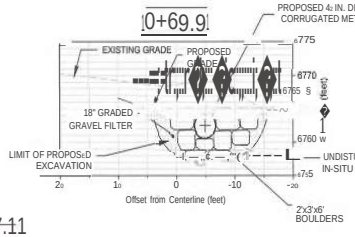
PROFILE: ALONG CENTERLINE OF ALEJANDRO ST. STORMWATER CHANNEL (AREA 7)

SCALE: 1" = 10' H & V

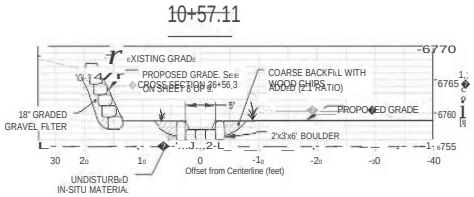
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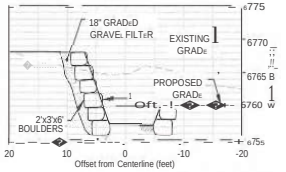
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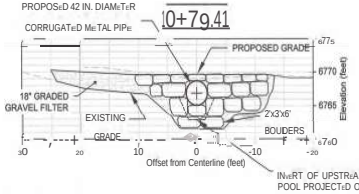
10+57.11



10+62.01



10+79.41



SECTION VIEWS ALONG CENTERLINE OF ALEJANDRO ST. STORMWATER CHANNEL

SCALE: 1" = 10' H & V

AREA 7

BANK STABALIZATION STAKEOUT POINTS

Point#	Elevation	Northing	Easting	Description
300	6768.00	1702665.49	1721659.71	TOP OF ROCK
301	6765.90	1702620.52	1721521.42	TOP OF ROCK
302	6766.80	1702040.82	1721185.88	TOP OF ROCK
303	6760.00	1702007.43	1721500.17	TOP OF ROCK
304	6764.50	1701993.63	1721491.41	TOP OF ROCK
305	6763.00	1701973.12	1721441.59	TOP OF ROCK
306	6760.00	1701980.20	1721418.05	TOP OF ROCK
307	6758.50	1702004.38	1721478.20	TOP OF ROCK
308	6758.50	1702014.09	1721484.93	TOP OF ROCK
309	6760.00	1702045.58	1721584.34	TOP OF ROCK
310	6760.00	1702060.31	1721621.36	TOP OF ROCK
311	6766.00	1702060.66	1721626.06	TOP OF ROCK
312	6755.70	1702002.88	1721246.13	INV
313	6756.45	1702014.33	1721471.71	INV
314	6757.11	1702008.96	1721482.23	INV
315	6758.39	1702000.18	1721491.41	INV
316	6764.20	1701996.52	1721502.00	INV
317	6765.17	1701991.19	1721510.46	INV

william j. miller ENGINEERS

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 7

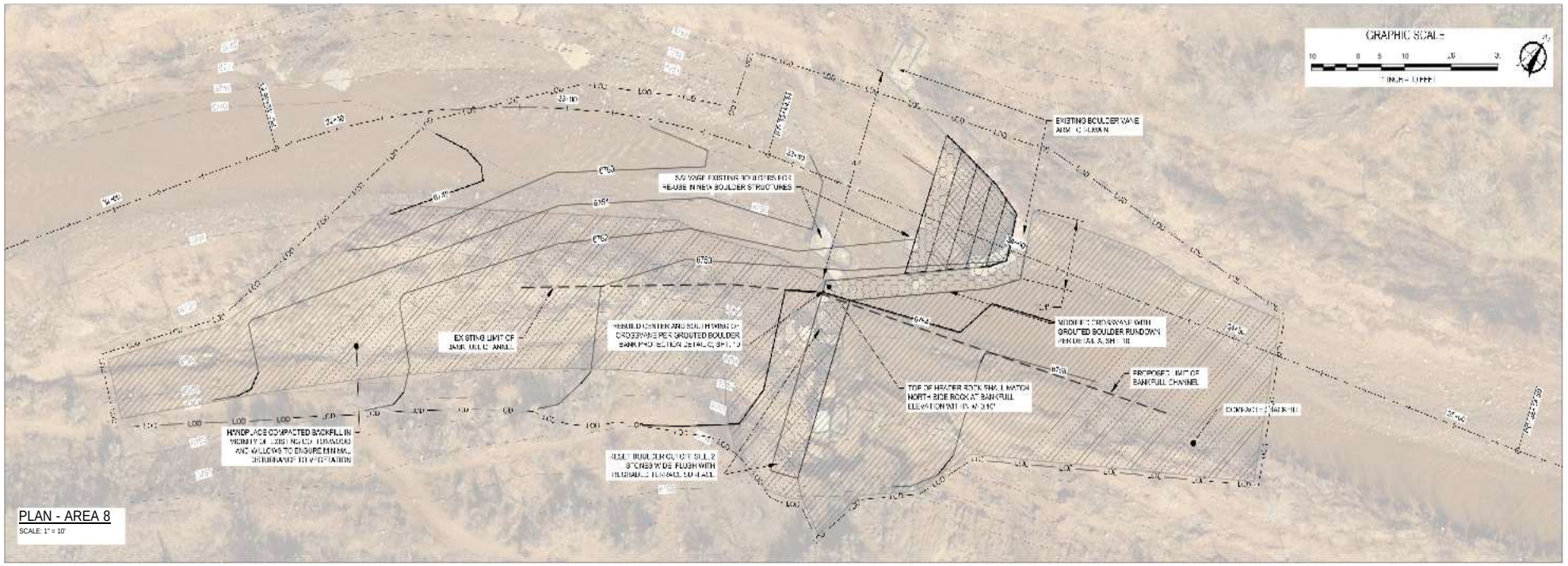
CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 38)
SANTA FE, NM

Design Revisions			
Rev. No.	Description	Approved	Date
1	POST FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

JOHN M. CRITCHFIELD — NEW MEXICO — 21128 — PROFESSIONAL ENGINEER — 11/15/2021

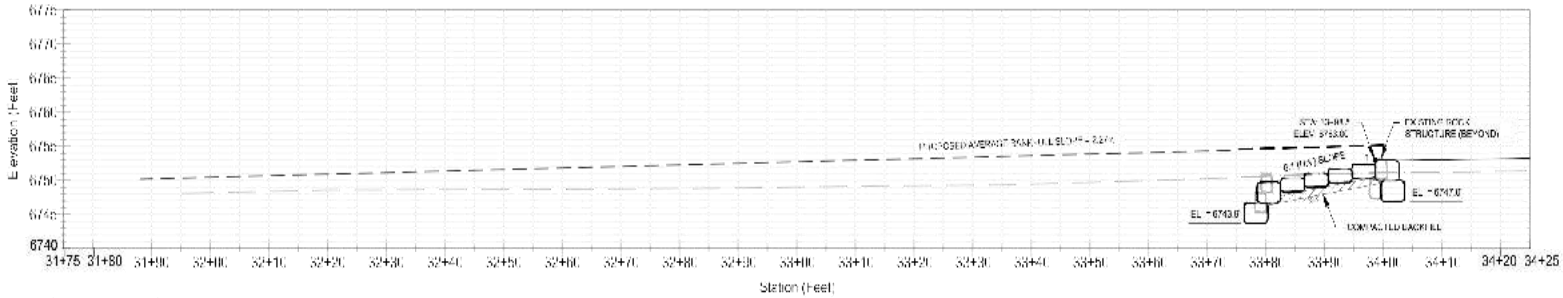
Designed By:	Checked By:	Project Number:	Sheet
AMR	JMC	17-0-1	11 of 17

JUNE 29, 2018

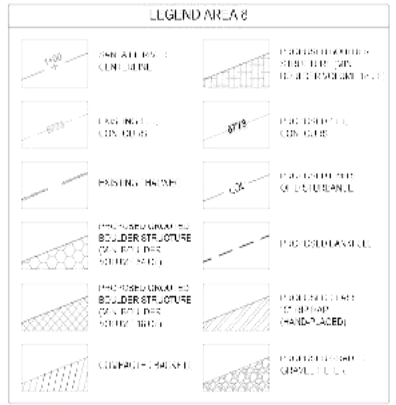


PLAN - AREA 8

SCALE: 1" = 10'

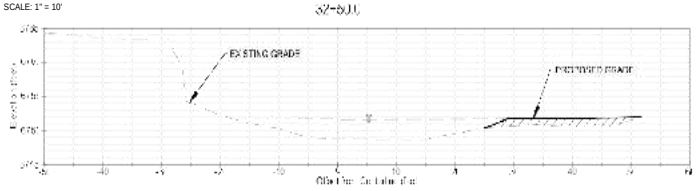


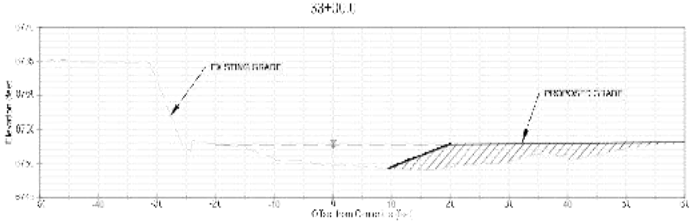
EARTHWORK AND ROCK SUMMARY TABLES

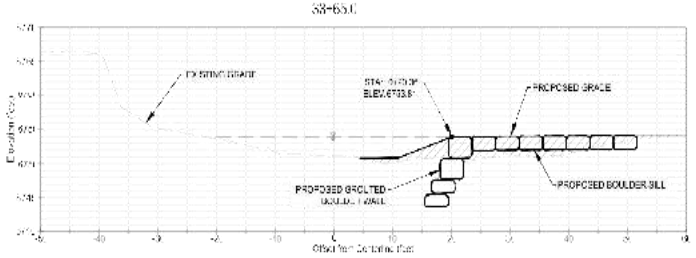


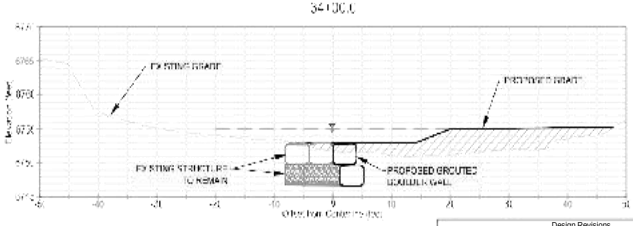
PROFILE- AREA 8

SCALE: 1" = 10'









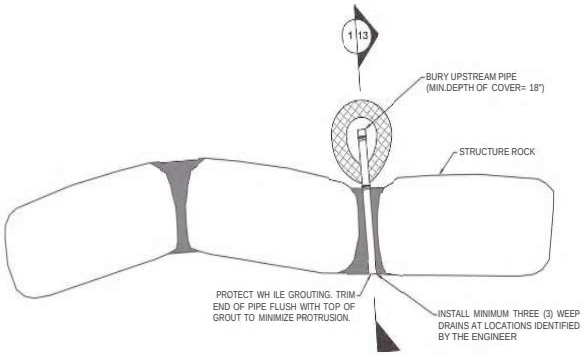
Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

GRADING PLAN & PROFILE - AREA 8

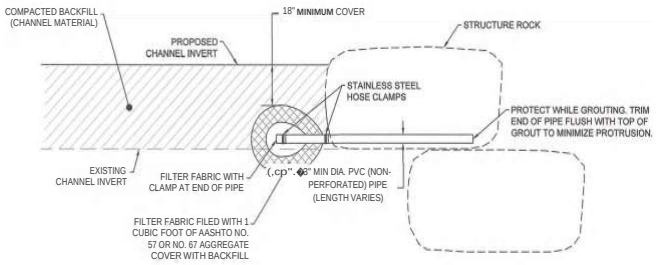
City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Designed by	Checked by	Project Number	Sheet
JMC/RMO	WJM	19060	12 of 17
Drawn By	Date		
AMR/RMO	June 28, 2019		



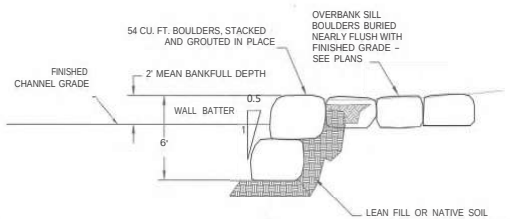
rjOPLAN WEEP DAIN (AIEA 8)

NOT TO SCALE



1/13 SECTION: WEEP DRAIN (AIEA 8)

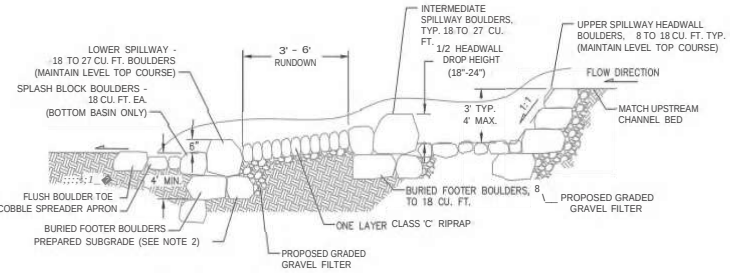
NOT TO SCALE



NOTES:

1. BOULDERS TO BE LIMESTONE, COMPARABLE TO THOSE EXISTING ON SITE WITH A MINIMUM VOLUME OF 54 CUBIC FEET; EQUIVALENT IN SIZE/MASS TO A 3' X 3' X 6' CUBE, AVERAGE, WITH NO DIMENSION TO BE SMALLER THAN 3'.
2. LOCATIONS OF BOULDER STRUCTURES ON PLAN ARE APPROXIMATE. COORDINATE FINAL PLACEMENT AND CONFIGURATION WITH PROJECT ENGINEER.

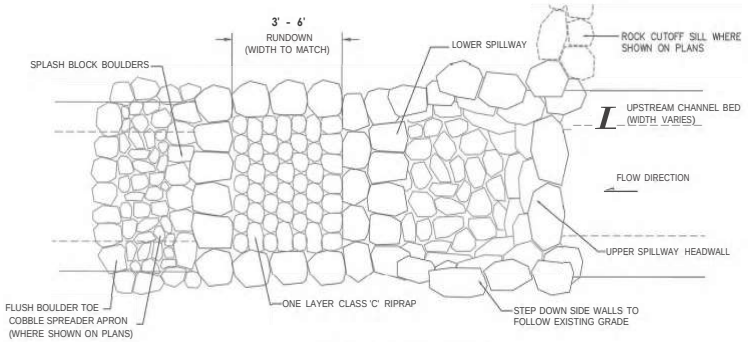
@j--GIOUTED BOULDER BAN PROTECTION



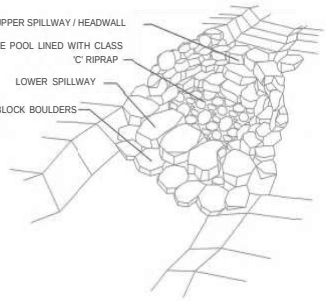
LONGITUDINAL SECTION (SEQUENTIAL BASINS)

NOTES:

1. BOULDER SIZES AND SHAPES MAY VARY, BUT SHOULD BE ANGULAR OR FLAT-SIDED TO PROMOTE STACKING AND INTERLOCK, AND SHOULD BLEND INTO THE LOCAL ENVIRONMENT.
2. LOOSEN SUBGRADE SOILS BEFORE PLACING ROCKS. TAMP BOTTOM COURSES OF ROCK FIRMLY IN PLACE, OFFSET JOINTS OF SUBSEQUENT COURSES FOR MAXIMUM STABILITY OF STRUCTURE.
3. CHINK GAPS BETWEEN BOULDERS WITH SMALLER ROCKS TO PROVIDE COMPLETE COVERAGE WITH NO GAPS LARGER THAN 1".
4. BACKFILL BEHIND UPSTREAM SIDE OF STRUCTURES WITH MINIMUM 18" LAYER OF GRADED GRAVEL FILTER.



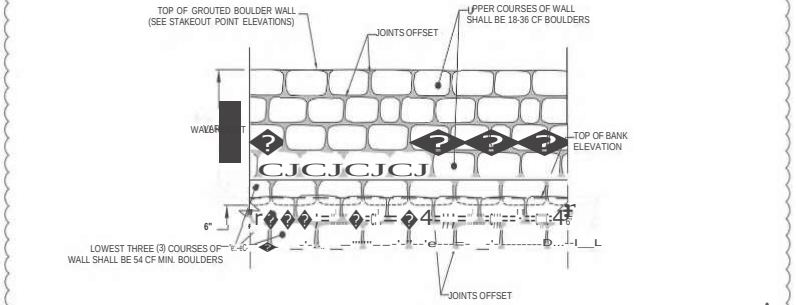
PLAN VIEW (SINGLE BASIN)



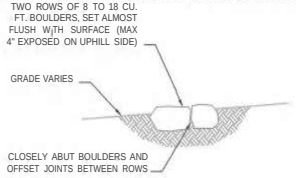
PERSPECTIVE VIEW

"ZUNI BOWL" BOULDER GRADE CONTROL

SCALE: 1" - 4'



@GROUTED BOULDER BAN PROTECTION AND WALL



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Santa Fe, NM 87505

BOULDER GRADE OOP€TROL DETAILS - CONSTRUCTION DETAILS

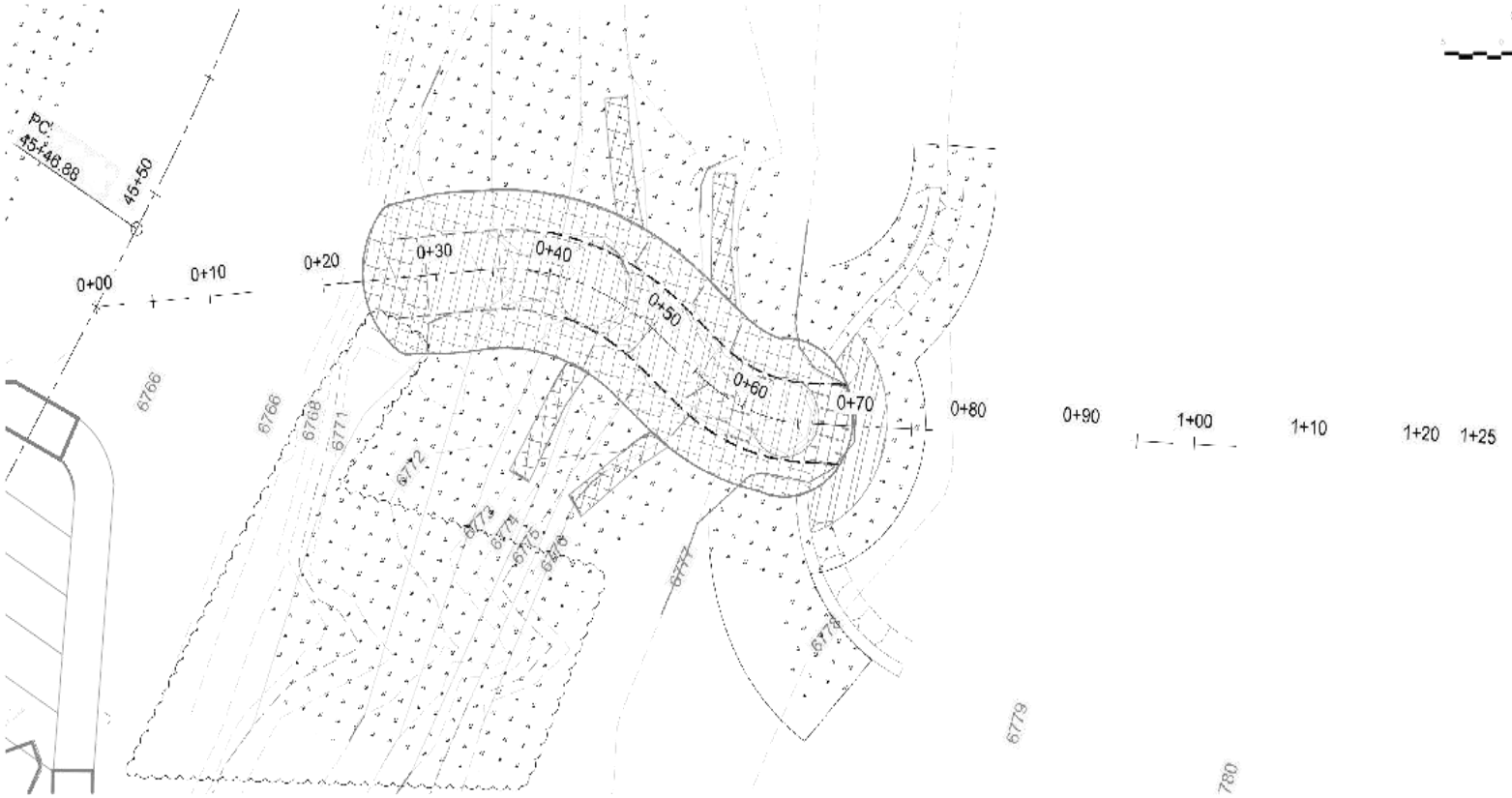
City of Santa Fe

SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Design Revisions

Rev. No.	Description	Approved	Date
1	UPDATED BID PACKAGE	WJM	NOV2021

Designed By	Checked By	Project Number
JMC/RMO	WJM	19060
Drawn By	Date	Sheet
AMR/RMO	June 28 2019	13 of 17



GRAPHIC SCALE

PLAN - AREA 5

SCALE: 1" = 5'

LEGEND:

REVEGETATION NOTE:

William J. Miller Engineers, Inc.
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REVEGETATION PLAN - ~~AREA 5~~
ADDITIVE ALTERNATIVE 5

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Design Revisions

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Designed By:	Checked By:	Project Number:	Sheet
RMO	RMO	19060	14 of 17
Drawn By:	Date:		
WF	June 28, 2019		

EROSION AND SEDIMENT CONTROL NOTES:

1. CONSTRUCTION ACTIVITY, EXCEPT THAT NECESSARY TO ESTABLISH EROSION CONTROLS, SHALL NOT BEGIN UNTIL EROSION CONTROLS HAVE BEEN INSTALLED.
2. CONTRACTOR MAY DRIVE OVER EXISTING WILLOW COVER WITH CONSTRUCTION EQUIPMENT INSTEAD OF CLEARING AND REPLANTING. IF EXISTING WILLOW COVER NEEDS TO BE CUT BACK, CUT FLUSH WITH GROUND AND DO NOT REMOVE ROOTS.
3. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 3:1, EXCEPT AS OTHERWISE SHOWN ON PLANS OR APPROVED BY FIELD ENGINEER.

WILLOW PLANTING NOTES (DORMANT SEASON: NOVEMBER-MARCH):

1. HARVEST AND PLANT STAKES AND POLE PLANTINGS DURING DORMANT SEASON (NOVEMBER-MARCH).
2. USE HEALTHY, STRAIGHT AND LIVE WOOD BETWEEN 2-7 YEARS OLD.
3. MAKE CLEAN CUTS AND DO NOT DAMAGE INSTALLATION, USE A PILOT BAR IN FIRM SOILS.
4. SOAK CUTTINGS FOR 48 HOURS (MIN.) PRIOR TO INSTALLATION.
5. TAMP THE SOIL AROUND THE STAKE.

SITE RESTORATION PLAN NOTES:

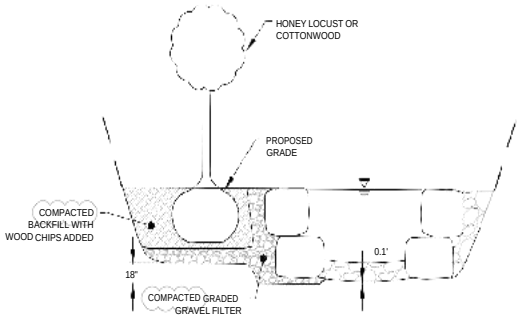
1. ANY TOPSOIL THAT IS EXCAVATED FROM WITHIN PROPOSED LIMITS OF DISTURBANCE SHALL BE SALVAGED/STOCKPILED FOR USE ON DISTURBED OVERBANK AREAS (OUTSIDE OF BANKFULL CHANNEL).
2. ALL DISTURBED OVERBANK AREAS SHALL HAVE A MINIMUM OF 6" TOPSOIL (APPROVED BY ENGINEER). ALL DISTURBED OVERBANK AREAS WITH SLOPES EQUAL TO 2:1 OR FLATTER WHOSE TOPSOIL HAS BEEN COMPACTED BY MACHINERY, MATERIAL STORAGE, ETC., SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 IN. PRIOR TO STABILIZATION.
3. PLANT 2-3 ROWS OF WILLOWS AT RANDOM AVERAGE SPACING 6 FT. ON STABILIZED SOUTH BANK. WILLOWS FOR PLANTING SHALL BE SALVAGED FROM THE NORTH BANK OF THE SANTA FE RIVER.
4. ANY DISTURBED SLOPES EQUAL TO OR STEEPER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL BLANKET TRENCHED INTO EARTH 12" ON ALL SIDES AND AT SEAM. BLANKET SHALL BE WESTERN EXCEL OR EXCEL CC-4 ALL NATURAL OR FULLY BIODEGRADABLE APPROVED EQUAL.
5. A 70% SURVIVAL RATE IS REQUIRED FOR WILLOW PLANTINGS. A 100% SURVIVAL RATE IS REQUIRED FOR THE REMAINING PLANTINGS, MEASURED AFTER 1 YEAR. CONTRACTOR MUST REPLACE ANY PLANTINGS THAT DO NOT SURVIVE THE FIRST YEAR AFTER SUBSTANTIAL COMPLETION.

IRRIGATION PLAN (AREAS 6, 6A, AND 7 ONLY):

1. CONTRACTOR SHALL PREPARE AND SUBMIT TO ENGINEER FOR APPROVAL TEMPORARY IRRIGATION PLAN USING A TEMPORARY STORAGE TANK AND DRIP SYSTEM OR OTHER APPROVED METHOD. IRRIGATION IS ONLY REQUIRED FOR HONEYLOCUST, DESERT WILLOW, AND COTTONWOOD PLANTINGS IN AREAS 6, 6A, AND 7.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PLANTS FOR FIRST YEAR FOLLOWING SUBSTANTIAL COMPLETION OF PROJECT.

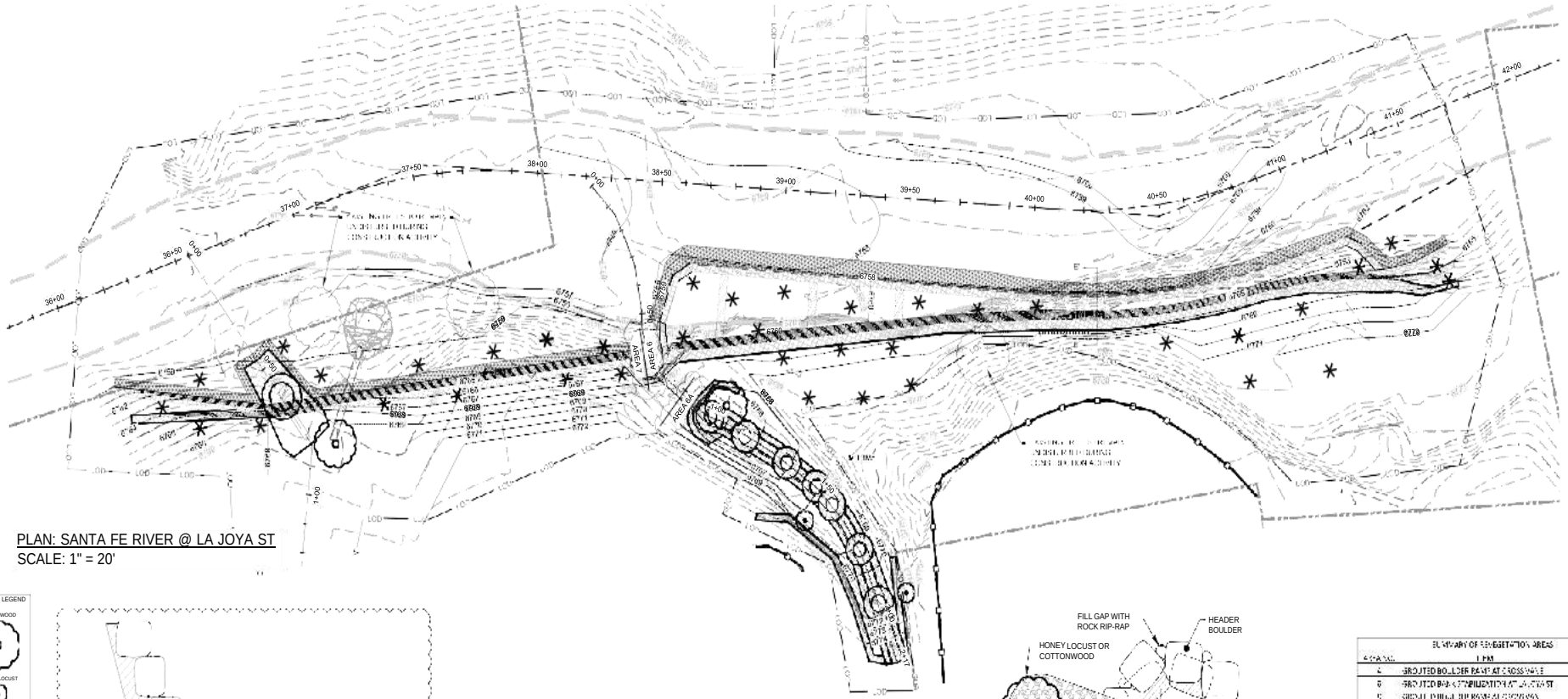
VEGETATION SCHEDULE

SPECIES	TYPE	BASE BID			ADDITIVE ALTERNATIVE 7	ADDITIVE ALTERNATIVE 6A	ADDITIVE ALTERNATIVE 5
		AREA 6	AREA 6	AREA 6			
[illegible]	Bundles (3)	0	100	48	80	0	20
[illegible]	10 gallon	0	0	0	0	2	0
[illegible]	3 gallon	0	28	0	14	0	0
[illegible]	Pole Planting	0	0	1	1	1	0
MDOT SEED MIX NATIVE REVEGETATION SEEDING	AREA (SY)	0	1,039	609	1,756	289	166



SECTION C-C': TREE PLANTING AT INFILTRATION POOL

(N.T.S)



PLAN: SANTA FE RIVER @ LA JOYA ST

SCALE: 1" = 20'

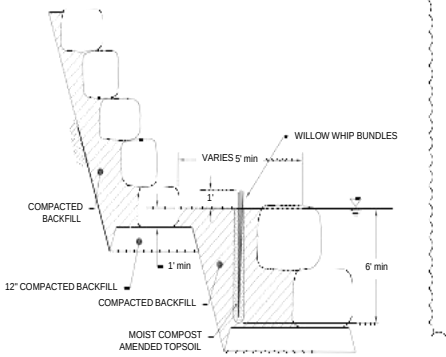
PLANTING LEGEND

COTTONWOOD

HONEY LOCUST

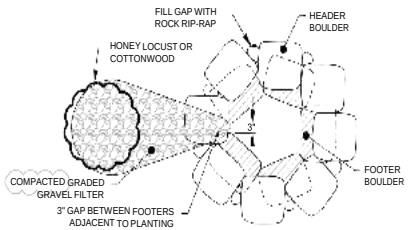
DESERT WILLOW

COYOTE WILLOW PLANTING AREA



SECTION E-E':TYPICAL WILLOW PLANTING (5' - 25' BANKFULL BENCH)

(N.T.S)



PLAN: TREE PLANTING AT INFILTRATION POOL

(N.T.S)

SUMMARY OF REVEGETATION AREAS

AREA(S)	ITEM	AREA (SQ.)
6	GROUTED BOULDER BANK AT CROSSWALK	0
6	GROUTED BANK STABILIZATION AT LA JOYA ST	1,079
6	GROUT [illegible]	[illegible]
6	STORMWATER RUN DOWN AT [illegible]	[illegible]
6A	STORMWATER RUN DOWN AT LA JOYA ST	250
5	STORMWATER RUN DOWN AT RICARDO RD	155

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Santa Fe, NM 87505

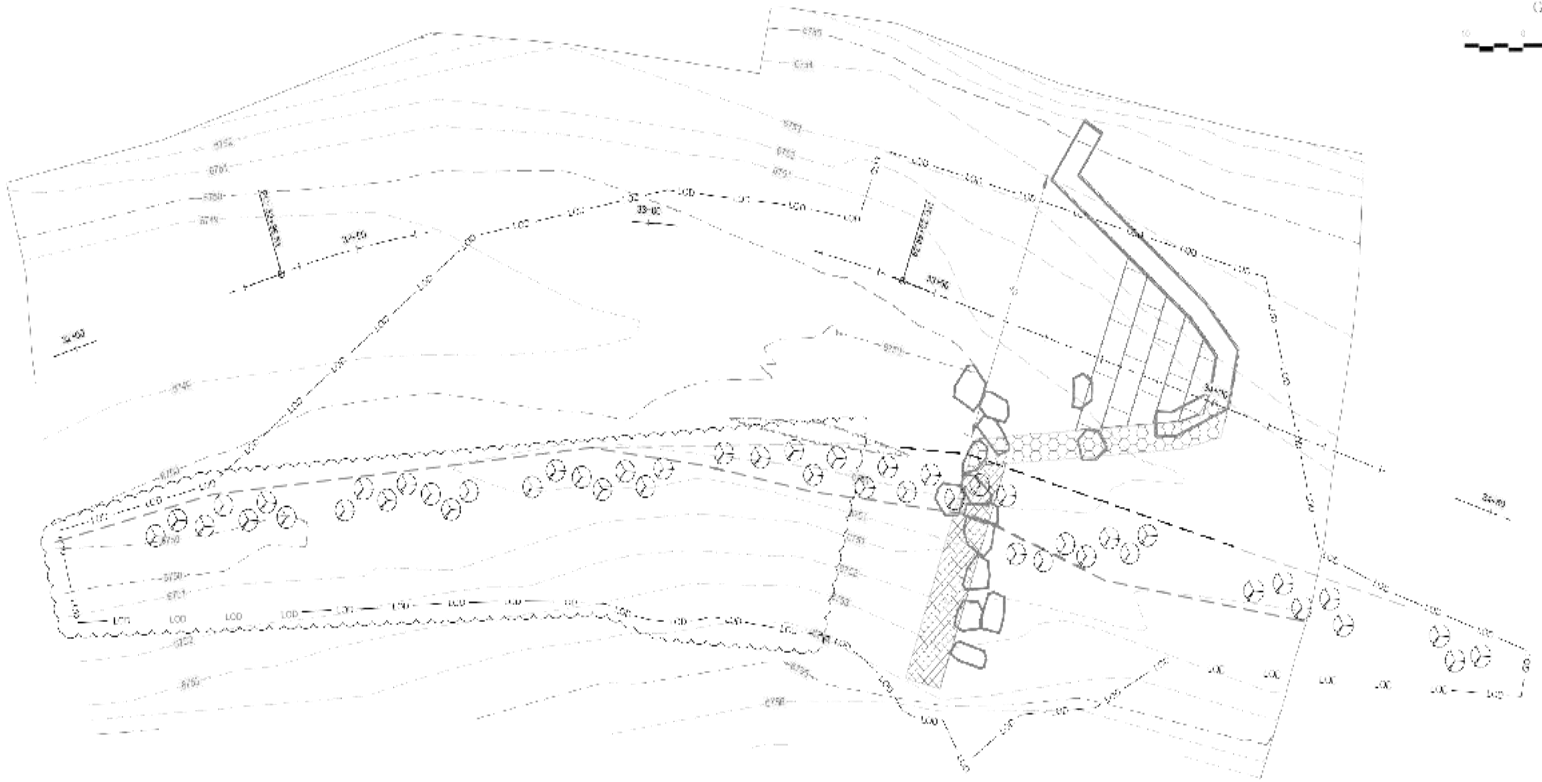
REVEGETATION PLANS - AREAS 6, 6A & 7

CIP 500 C: SANTA FE RIVER AT LA JOYA STREET
RIVER BANK STABILIZATION REPAIR (PHASE 3B)
SANTA FE, NM

Design Revisions			
Rev. No.	Description	Approved	Date
1	POST-FLOOD DESIGN CHANGES	WJM	DEC 2018
2	UPDATE BID PACKAGE	WJM	NOV 2021

Designed By	Checked By	Project Number	Sheet
JMC	JMC	17080	15 of 17
Drawn By	Date		
CTO	JUNE 29, 2018		

GRAPH IC SCALE



PLAN - AREA 8

SCALE: 1" = 10'

LEGEND:

REVEGETATION NOTE:

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

REVEGETATION PLAN - AREA 8

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Design Revisions

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Designed By	Checked By	Project Number	Sheet
RMO	RMO	19060	16 of 17
Drawn By	Date		
WF	June 28, 2019		

NEW MEXICO
ENVIRONMENT DEPARTMENT
Surface Water Quality Bureau

RECEIVED
JUN 29 2010
ENGINEERING DIVISION

BILL RICHARDSON
Governor
DIANE DENISH
Lieutenant Governor

Harold Runnels Building, N2050
1190 South St. Francis Drive, 87505
P.O. Box 5469, Santa Fe, NM 87502
Phone: (505) 827-0187 Fax: (505) 827-0160
www.nmenv.state.nm.us

RON CURRY
Secretary
SARAH COTTRELL
Deputy Secretary

June 24, 2010

CERTIFIED MAIL NO. 7008 1830 0003 4174 5623

Mr. Brian K. Drypolcher
City of Santa Fe, Watershed and Trails Section, Engineering Division
POB 909
Santa Fe, New Mexico 87504-0909

Subject: Clean Water Act Section 401 Water Quality Certification for ***NMED SWQB File SF-507***: Santa Fe River Restoration, Santa Fe County, New Mexico.

Dear Mr. Drypolcher,

The Surface Water Quality Bureau (SWQB) of the New Mexico Environment Department has examined the application for the project indicated above under Sections 404 and 401 of the federal Clean Water Act. According to the application, this project involves installing trails, channel and bank stabilization, and revegetation along at the Santa Fe River between Camino Alire and Camino Carlos Real. Garnett Fleming West, Inc. is acting as agent on your behalf.

The U.S. Army Corps of Engineers (USACE) will regulate this project under Nationwide Permit NW-27 (USACE Action SPA-2009-00765 -ABQ). A state Water Quality Certification is required by Section 401 of the federal Clean Water Act to ensure that the project complies with the State of New Mexico water quality standards (*State of New Mexico, Standards for Interstate & Intrastate Surface Waters, New Mexico Water Quality Control Commission, 20.6.4 New Mexico Administrative Code (NMAC) amendments effective on August 1, 2007*). A Section 401 Water Quality Certification is also required to comply with General Condition 21 (Water Quality) and General Condition 23 (Regional and Case-By-Case Conditions) of the Nationwide Permits.

The State of New Mexico water quality standards applicable to the project, which are available on the web at http://www.nmcpr.state.nm.us/nmac/parts/title20/20.006.0004.pdf include, but are not limited to:

20.6.4.8	*Antidegradation Policy and Implementation Plan*
20.6.4.13 A, B, F, I and 20.6.4.13.J	*General Criteria for Bottom Deposits and Suspended or Settleable Solids, Floating Solids, Oil and Grease, Toxic Pollutants, Temperature, and Turbidity* *Turbidity attributable to other than natural causes shall not reduce light transmission to the point that the normal growth, function or reproduction of aquatic life is impaired or that will cause substantial visible contrast with the natural appearance of the water. Turbidity shall not exceed 10 NTU over background turbidity when the background turbidity is 50 NTU or less, or increase more than 20 percent when the background turbidity is more than 50 NTU. Background turbidity shall be measured at a point immediately upstream of the turbidity-causing activity. However, limited-duration activities necessary to accommodate dredging, construction or other similar activities and that cause the criterion to be exceeded may be authorized provided all practicable turbidity control techniques have been applied and all appropriate permits and approvals have been obtained.*
20.6.4.98	*All intermittent surface waters of the state…*
20.6.4.900	*Standards Applicable to Attainable or Designated Uses*

1

According to the State of New Mexico water quality standards, the Santa Fe River (Santa Fe WWTP to Nichols Reservoir) is designated for the following uses: livestock watering, wildlife habitat, limited aquatic life and secondary contact. "Surface water(s) of the state" means all surface waters including streams, mudflats, sandflats, wetlands, sloughs, wet meadows, and natural pools. The Santa Fe River (Santa Fe WWTP to Nichols Reservoir) does not meet State of New Mexico water quality standards for aquatic life, primary contact, or wildlife habitat *(2008 - 2010 CWA §303(d)/§305(b) Integrated Report and List of Assessed Surface Waters)*.

Section 401 Water Quality Certification with Conditions:

Pursuant to Section 401 of the Clean Water Act and 40 Code of Federal Regulations Part 121, the SWQB hereby issues a conditional Section 401 Water Quality Certification for USACE Action SPA-2009-00765 -ABQ (Santa Fe River Restoration) based on the application and/or information provided. This certification is subject to conditions to reasonably assure that the activity is consistent with state law, will be conducted in a manner that will not violate applicable State of New Mexico water quality standards, and implements the Water Quality Management Plan, including Total Maximum Daily Loads (TMDLs), the Continuing Planning Process, and Antidegradation Policy Implementation Plan. **Therefore, this Certification is not valid unless the following conditions are adhered to:**

2

1. Erosion control measures for all portions of the project area that drain to or would have runoff toward surface water must be properly selected, installed, inspected, repaired, and maintained. Erosion and sediment control structures (e.g., silt fences, sediment basins, etc.) must be inspected after significant storm events and repaired as necessary. Sediment must be removed from erosion control structures when the sediment reaches one-half the height of the structure or wet storage volume is reduced by one-half.
2. Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system to prevent spills. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.
3. All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.
4. Do not work within the channel during spring runoff or summer monsoon seasons. Local weather forecasts must be monitored to avoid working in high water. Releases from dams must be incorporated into the work schedule to avoid working in high water. Work in the stream channel should be limited to periods of no flow when practicable, and must be limited to periods of low flow.
5. Temporary crossings must be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water when practicable. Heavy equipment must not be parked within the stream channel. Heavy equipment that is operated from within flowing water must be appropriate for such work and properly maintained.
6. Flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Diversion structures must be capable of carrying anticipated stream flows during the construction period. All man-made materials must be removed from the diversion channel and water returned to the original channel in a manner that avoids or minimizes turbidity. Temporary diversion channels must be backfilled in a manner that prevents erosion and diversion of the stream from its natural channel.
7. Any asphalt, concrete, or other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non-erodible cofferdams to prevent releases to surface water or ground water. Appropriate measures must be used to prevent wastewater from concrete batching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of waste materials near watercourses is strictly prohibited.
8. Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated.
9. In-channel structures must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel.
10. All areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment.
11. You are required to submit an annual monitoring report documenting the monitoring discussed below for a period of not-less-than five years.
    a. You shall take photographs of not less than ten locations adjacent to structures installed to determine the efficacy of the structure. Include the project's largest structures, especially those that cross the entire stream channel. The same locations shall be photographed annually and displayed in the monitoring report. Changes shall be prominently noted, both in the report text and annotated in the photo captions.
    b. You shall include a discussion of peak flows during spring and monsoon peak events, the installed structures' response to high flows, and the progress of post-construction stabilization, including the revegetation success. This discussion should be cumulative from year to year to enable the reader to obtain an overall understanding of the structures' efficacy since installation.
12. A copy of this Section 401 Water Quality Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.

3

13. The SWQB must be notified at least five days before starting construction to allow time to schedule monitoring or inspections.
14. Report all spills immediately to the NMED as required by the New Mexico Water Quality Control Commission regulations (20.6.2.1203 NMAC). For non-emergencies during normal business hours, call 505-428-2500. For non-emergencies after hours, call 866-428-6535 or 505-428-6535 (voice mail, with greenville or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Diversion structures must be capable of carrying anticipated stream flows during the construction period. All man-made materials must be removed from the diversion channel and water returned to the original channel in a manner that avoids or minimizes turbidity. Temporary diversion channels must be backfilled in a manner that prevents erosion and diversion of the stream from its natural channel.

Violations of State of New Mexico water quality standards could lead to penalties under the New Mexico Water Quality Act. Section 74-6-10.1 B of the Act states, "Any person who violates any provision of the New Mexico Water Quality Act other than Section 74-6-5 NMSA 1978 or any person who violates any regulation, water quality standard, or compliance order adopted pursuant to that act shall be assessed civil penalties up to the amount of ten thousand dollars ($10,000) per day for each violation."

The SWQB specifically reserves the right to amend or revoke this conditional Section 401 Certification at any time to ensure compliance with the State of New Mexico water quality standards. If you have any questions regarding this Section 401 Water Quality Certification, please feel free to contact Neal Schaeffer of my staff at (505) 476-3017. Thank you for your cooperation.

Sincerely,

Glenn Saums, Acting Chief
Surface Water Quality Bureau

GS: ens

xc: NMED District II Manager, Santa Fe
Deanna Cummings, U.S. Army Corps of Engineers
Tom Nystrom, Wetlands, Region 6, USEPA
Jill Wirk, New Mexico Department of Game and Fish
Brian Millsap, U.S. Fish and Wildlife Service
401 Certification File SF-507

4

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
U.S. ARMY CORPS OF ENGINEERS REGULATORY DIVISION
4101 JEFFERSON PLZ NE, ALBUQUERQUE, NM 87109

June 8, 2020

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Verification – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald.

This letter responds to your May 19, 2020 request for an after the fact Nationwide Permit Verification for maintenance on the Santa Fe River Restoration Project located within the Santa Fe River at approximately latitude 35.6846, longitude -105.9672, within the city of Santa Fe, Santa Fe County, New Mexico. The work, as described in your request, will consist of minor maintenance of existing structures and includes installation of additional footers for enhanced scour protection, placement of boulder clusters, and installation of grouted rock ramps at existing cross vane structures.

Specifically, and as shown in the attached plans, this U.S. Army Corps of Engineers (Corps) Clean Water Act, Section 404 verification authorizes the permanent discharge of approximately 213 CY of fill material, and 149 CY of dredged material into approximately 0.04 acres of intermittent channel, and the temporary discharge of approximately 350 CY of dredged material into approximately 0.42 acres of intermittent channel specifically the Santa Fe River, for the purpose of maintenance and repair associated with the Santa Fe River Restoration Project.

We have assigned Action No. SPA-2009-00765-ABQ to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that the project is authorized by NWP 3 Maintenance. A summary of this permit and the New Mexico Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Clean Water Act (CWA), Section 401, requires applicants of federal permits to obtain certification of compliance, or waiver thereof, with applicable water quality standards from the appropriate certifying authority. Please refer to our website at http://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Water-Quality-Certification/ and the attached spreadsheet for information regarding CWA Section 401 water quality certification (WQC). The permittee must ensure that the work

- 2 -

complies with the terms and conditions of the NWP(s), including New Mexico Regional Conditions and conditions of the applicable WQC.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with general conditions 18 and 20. Based on the information provided, we have determined that this project will not affect any federally listed threatened or endangered species. Additionally, we have determined that the project would not adversely affect any historic properties. However, please note that the permittee is responsible for meeting the requirements of general condition 18 on endangered species and general condition 20 on historic properties.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state or local laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, in order to undertake the proposed work.

This permit verification is valid until March 18, 2022 (33 CFR 330.6), unless the NWP is modified, suspended, revoked or reissued prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on a NWP will remain authorized provided the activity is completed within 12 months of the date of the NWPs expiration, modification, or revocation.

Within 30 days of project completion, the permittee must fill out the enclosed Certification of Compliance form and return it to our office. The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the NWP.

If you have any questions, please contact me at (505) 342-3280 or by e-mail at Stephen.R.Roethle@usace.army.mil. At your convenience, please complete a

- 3 -

Customer Service Survey on-line available at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Sincerely,

Stephen Roethle
Project Manager
NM/TX Branch

Enclosure(s)

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, ALBUQUERQUE DISTRICT
U.S. ARMY CORPS OF ENGINEERS REGULATORY DIVISION
4101 JEFFERSON PLZ NE, ALBUQUERQUE, NM 87109

February 5, 2020

Regulatory Division

SUBJECT: Nationwide Permit (NWP) Verification – Action No. SPA-2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair

Melissa McDonald
City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Dear Ms. McDonald:

This letter is in response to your Pre-Construction Notification (PCN) dated January 8, 2020, for the proposed Bank Stabilization Project located at latitude 35.677829, longitude -105.976322, in the Santa Fe River within the City of Santa Fe, Santa Fe County, New Mexico. The work, as described in your PCN, will consist of bank stabilization activities to include re-sloping eroded banks, installation of boulder retaining wall and boulder sills. Re-vegetation of banks and slopes that includes willow live stake plantings, and seeding with native riparian mix to protect against erosion will also occur.

Specifically, and as shown in the attached construction drawings dated June 29, 2018 this verification authorizes the permanent discharge of approximately 152 CY of fill material into 300 LF (0.08 acres) of intermittent stream channel, and the temporary discharge of approximately 210 CY into 0.42 acres (300 LF) of intermittent stream channel specifically the Santa Fe River channel, for the purpose of bank stabilization associated with the Santa Fe River at La Joya Street River Bank Stabilization Repair Project. We have assigned Action No. SPA-2020-00036-ABQ to this project. Please reference this number in all future correspondence concerning the project.

Based on the information provided, we have determined that the project is authorized by NWP 13 Bank Stabilization. A summary of this permit and the New Mexico Regional Conditions is enclosed as well and are available on our website at www.spa.usace.army.mil/reg/nwp. Clean Water Act (CWA), Section 401, requires applicants of federal permits to obtain certification of compliance, or waiver thereof, with applicable water quality standards from the appropriate certifying authority. Please refer to our website at http://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Water-Quality-Certification/ and the attached spreadsheet for information regarding CWA Section 401 water quality certification (WQC). For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1.

- 2 -

Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. The permittee shall implement erosion control measures for all temporarily disturbed areas, including access and staging areas, to prevent upland erosion into waters of the U.S. prior to commencement of ground-disturbing activities and these measures will be properly maintained by the permittee until temporarily disturbed areas are stabilized.
2. Pursuant to Part 11 of Appendix C of 33 CFR 325, if buried cultural deposits are encountered during construction, work should cease immediately and the permittee shall contact the Corps and avoid further impacts to the area until a determination of significance can be made. If necessary, consultation will take place with the State Historic Preservation Officer and with American Indian Tribes that have cultural concerns in the area to determine the best course of action.
3. No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit a memorandum documenting compliance with this special condition.

No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit a memorandum documenting compliance with this special condition.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with general conditions 18 and 20. Based on the information provided, we have determined that this project will not affect any federally listed threatened or endangered species or any historic properties. However, please note that the permittee is responsible for meeting the requirements of general condition 18 on endangered species and general condition 20 on historic properties.

- 3 -

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state or local laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, in order to undertake the proposed work.

This permit verification is valid until March 18, 2022 (33 CFR 330.6), unless the NWP is modified, suspended, revoked or reissued prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on a NWP will remain authorized provided the activity is completed within 12 months of the date of the NWPs expiration, modification, or revocation.

Within 30 days of project completion, the permittee must fill out the enclosed Certification of Compliance form and return it to our office. The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the NWP.

If you have any questions, please contact me at 505-342-3280 or by e-mail at Stephen.R.Roethle@usace.army.mil. At your convenience, please complete a Customer Service Survey on-line available at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0.

Sincerely,

Stephen Roethle
Project Manager
NM/TX Branch

Enclosure(s)

Design Revisions			
Rev. No.	Description	Approved	Date
1	UPDATE BID PACKAGE	WJM	NOV 2021

william j. miller ENGINEERS

William J. Miller Engineers, Inc.
1511 Third St.,
Santa Fe, NM 87505

PERMITS

City of Santa Fe
SANTA FE RIVER
FLOOD DAMAGE REPAIR
Ricardo Bridge to Don Jose Storm Drain Outfall

Designed By:	Checked By:	Project Number:	Sheet:
JMC	WJM	19060	17 of 17
Drawn By:	Date:		
JMC	June 28, 2019		

F. SPECIAL PROVISIONS

SECTION 203: EXCAVATION, BORROW, AND EMBANKMENT

203.1 DESCRIPTION

This Work consists of performing excavation, providing borrow, constructing Embankment, hauling, disposing, placing, and compacting Materials.

CONSTRUCTION REQUIREMENTS

Excavation

Within cut sections, remove excavated material from the limits of the cut section to the Subgrade elevation for the width of the Project Area. Finish cut sections to a smooth and uniform surface. Remove unsuitable or unstable material below finished Subgrade. Take cross-sectional measurements after the removal of unsuitable and unstable material. Subgrade elevations shall be checked upon completion of excavation to verify cut meets design grade.

Embankment

Break up the original ground surface to at least six (6) inches by plowing, scarifying, or stepping up. Place Material for Embankment in horizontal layers not exceeding eight (8) inches thick and compact this area to 95% of maximum density as determined in accordance with AASHTO T 180 (Modified Proctor).
Contractor shall distribute and fill the interstices between placed structure rocks to form a dense mass. If the interstices between the rock fragments cannot be completely filled and compacted, use bridging geotextile over the top of the rock fragments to prevent the overlying Embankment Material from filling the interstices. Do not use rock fragments that may degrade with time or may be water sensitive (such as shale or gypsum) as rock fill in Embankments. This material is considered unsuitable by the Owner.

Sub excavation

Remove unsuitable Materials from the Subgrade unless an alternative treatment is agreed upon by the Engineer.

METHOD OF MEASUREMENT

Excavation, Borrow, and Embankment

Within cut sections, excavated material removed from the limits of the cut section to the Subgrade elevation for the width of the Project Area shall be paid as Unclassified Excavation.

Submit the original ground surface and final surface data for each phase of construction to the Engineer to estimate completed portion of total excavation volume. Compensation will be provided as a portion of the total lump sum cost for

excavation depending on completion of entire line item as approved by the Engineer. The Department will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	**Pay Unit**
Excavation	Cubic Yard

F.1. SECTION 303: GRADED GRAVEL FILTER

The requirements of Section 303 shall remain in effect except as modified below:

303.2.2 AGGREGATE ACCEPTANCE

Add the following subsection:

Table 303.2.1:3 Graded Gravel Filter:

Graded gravel filter aggregate shall meet the following gradation requirements:

Sieve Size	Percent Passing
6 inch	100
4 inch	60 – 90
2 inch	30 – 50
1 inch	5 – 20
½ inch	0

Section 303.5 BASIS OF PAYMENT

Add the following pay item:	Pay Unit:
Graded gravel filter	Cubic yard

F.2. SECTION 206: EXCAVATION AND BACKFILL FOR CULVERTS AND MINOR STRUCTURES

206.1 DESCRIPTION

This Work consists of excavating, placing and compacting select backfill, and disposing of material related to construction of box and pipe Culverts, storm drains, and other drainage Structures. Excavation includes dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. Ditches required at Culvert inlets and outlets, and other locations indicated in the Plans are included under the item for Unclassified Excavation.

206.2 MATERIALS

Select Backfill - Graded Gravel Filter
Graded Gravel Filter select backfill material shall be composed of stone, crushed stone, crushed or screened gravel, caliche, sand, or a combination of these Materials; and must be free of organic matter, silt, clay balls, and other deleterious materials. Select fill shall be approved by the Engineer before it is placed.

Earth Backfill
Earth backfill is composed of natural earth material obtained from required excavations and designated borrow areas

206.3 CONSTRUCTION REQUIREMENTS

General
Remove unstable foundation material below the specified bottom-of-structure elevation and replace with approved Material, as directed by the Engineer. Ensure the moisture content of the soil, at the time of compaction, is not greater than or less than five percent (5%) of the optimum level.

Compact the top six (6) inches of existing ground and graded gravel filer to at least 95% of maximum density in accordance with AASHTO T 180 (Modified Proctor), Method D (TTCP Modified). Maintain the density, approved surface elevation, and shape of the foundation immediately before placing structure rock.

Each layer of earth backfill shall be compacted to a minimum of 90% of maximum dry density of the fill soil. Compaction of each 12-inch layer shall be by a minimum of four passes, of a pneumatic-tired roller or vibratory roller or track-mounted diesel tractor capable of exerting a minimum of 5,000 lb./ft^2 on placed earth backfill.

Contractor’s compaction equipment and methods of consolidation are subject to approval by engineer prior to their use in the work.

Pipe Culverts, Storm Drains, and Structural Plate Pipe

Remove rock and other unyielding foundation material a minimum of four (4) inches (maximum 12 inches) below the bottom of the Structure. Backfill this added depth with an approved Material as identified in the Contract. Excavate trenches wide enough to allow for pipe joining and compaction of the bedding and backfill Material under and around the pipe. Uniformly compact the trench for its full length and width.

206.4 METHOD OF MEASUREMENT

The Engineer will measure the in-place quantity of Unstable Material Excavation below the bottom-of-structure elevation.

206.5 BASIS OF PAYMENT

Excavation, disposal of unstable material, backfill and select backfill material, placement and compaction of select backfill for Culverts, storm drains, other drainage Structures, box Culverts, and minor Structures shall be included in the Contract unit price per cubic yard. Excavation shall include all dewatering, pumping, bailing, draining, sheeting, bracing, and Incidentals required for proper execution of the Work. The Owner will not apply any shrinkage or swell factor due to payment being made on the final cross sectioned volume.

Pay Item	**Pay Unit**
Excavation and installation of culvert	Linear Foot

F.3. SECTION 570: PIPE CULVERTS

570.1 DESCRIPTION

This Work consists of supplying, constructing, and reconstructing pipe Culverts.

570.2 MATERIALS

Metal Pipe

Provide helical corrugated pipe that have re-rolled ends with at least two (2) annular corrugations. If using stab joints, only one (1) end may have a factory attached coupling as appropriate for the end.

If using smooth interior lined steel Culvert pipe (double wall), provide lock seams of the smooth interior liner and the corrugated shell that are continuous from end to end of each length of pipe section. Ensure the exterior gauge is not less than the specified gauge in the Contract for unlined corrugated steel Culvert pipe. The interior metal lines shall be at least 0.040 inch.

570.3 CONSTRUCTION REQUIREMENTS

Excavation and Backfill

Excavate trenches in accordance with Section 206, “Excavation and Backfill for Culverts and Minor Structures.” Make the trenches wide enough to properly join the pipe and

thoroughly compact the bedding Material under and around the pipe. Where possible, make the trench wall vertical.

Fill Height Requirements
Provide minimum and maximum cover over the pipe in accordance with the Standard Drawings.

Laying Pipe
Begin laying pipe at the downstream end of the pipeline except for extensions of existing pipes. Place the bottom of the pipe in contact with the shaped bedding throughout its full length.
Place the bell ends or outside circumferential laps of pipes facing upstream to obtain a shingling effect. Place pipe with longitudinal laps or seams with the laps or seams at the sides.
Lay paved or partially lined pipe so that the longitudinal centerline of the paved segment coincides with the flow line. Place elliptical and elliptically reinforced pipes with the major axis within 5° of a horizontal plane.

570.4 METHOD OF MEASUREMENT

570.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Culvert Pipe	Foot
Culvert Pipe End Section	Each
Culvert Pipe Arch	Foot
Culvert Pipe Arch End Section	Each

Work Included in Payment
The following Work and items shall be considered as included in the payment for the major items and will not be measured or paid for separately:
A. All joint Materials, shear connectors required for joining sections;

B. Testing and Certification of all Culverts; and

C. The coating of aluminum and aluminized steel pipe Type 2 when placed with fresh concrete. Work shall include trenching, connections to transitions, pipe joining, dewatering, installation of pipe, fittings miscellaneous components; including elbows, drains and blow offs, backfill and compaction, encasing or special backfill and hydrostatic testing.

F.4. SECTION 601: REMOVAL OF STRUCTURES AND OBSTRUCTIONS

601.1 DESCRIPTION

This Work consists of removing and salvaging, or disposing of structures, pavement in its entirety or partially, and other obstructions. This Work also includes salvaging specified Materials. The Contractor shall repair salvageable items that are damaged during removal, whether designated for removal in the Contract or by the Project Manager, at no additional cost to the City of Santa Fe.

601.3 CONSTRUCTION REQUIREMENTS

601.3.1 General

If the Contract identifies material for salvage, remove the material and store this material in accordance with the Contract. Notify the Project Manager in writing of disposal details for material not identified as salvage. Destroy unusable, non-hazardous combustible material. Dispose of non-hazardous, noncombustible material.

601.3.2 Removal of Pipe

Minimize damage while removing existing pipe. If the Project Manager identifies existing pipe as reusable, store the reusable pipe, minimizing loss or damage.

601.3.3 Removal of Pavement, Sidewalks, Curbs, and Gutters

Break concrete items including pavement and dispose of them in accordance with Section 601.3.1, “Construction Requirements, General.” The Contractor is responsible for disposing of excess material in accordance with Section 601.3.1, “Construction Requirements, General.”

601.3.4 Demolition

If the Contract requires demolition, remove the existing structures and restore to the existing surface. Before beginning demolition, coordinate disconnection of utility services with the appropriate utility owner. Immediately repair broken or damaged utilities, at no additional cost to the Department.

601.3.6 Hauling and Stockpiling Salvageable Material

If the Contract requires the Contractor to haul and stockpile salvageable material, load, haul, unload, and stockpile the Materials in accordance with the Contract. Minimize damage to the material. Place the salvageable material on blocks or other approved Materials and maintain the stockpile area, as directed by the Project Manager.

601.5 BASIS OF PAYMENT

Pay Item Pay Unit

Removal of Structures and Obstructions Lump Sum

Removal of Surfacing Lump Sum or Square Yard
Demolition Lump Sum
The Department will make partial payments based on the percent complete of each item on the list of removals provided to the Project Manager at the preconstruction conference. The Department will not make additional payment for minor removals not specified in the Contract.

601.5.1 Work Included in Payment

1. No direct payment will be made for filling cavities left by structure removal, and the Work shall be considered Incidental to the applicable items;
2. No direct payment will be made for loading, hauling, unloading, and satisfactorily stockpiling salvageable material and the Work shall be considered Incidental to the applicable items.

F.5. SECTION 602: SLOPE AND EROSION PROTECTION STRUCTURES

602.1 DESCRIPTION

This Work consists of providing and placing riprap, gabions, revetment mattresses, sacked concrete revetment, concrete block revetment, wrapped rock faces, and other systems on the Embankment slopes and the sides and bottoms of channels, drain outlets, ditches, and other such locations. The work shall also consist of furnishing and placing boulders for in-stream structures and rock walls for slope stabilization.

602.2 MATERIALS

Riprap shall conform to Class C classifications and requirements, with a maximum volume of 4 ft^3 minimum volume of 2 ft^3, and a minimum dimension of 9 inches.

Structure rock for river bank stabilization shall conform to the minimum volumes and density shown in the following table:

Classification	Minimum stone volume (ft^3)	Minimum stone dimension (in.)
Structure rock (river structures and sill rock)	54	24
Large boulder (rock walls)	27	24
Small boulder (Zuni bowls and sill rock)	18	18

Physical Properties of Structure Rock

Structure rock and boulders used to construct in-stream structures and slope stabilization walls shall be blocky in shape and not rounded. Rock must be stable and able to stack to achieve specified height described in construction plans. River rock is not acceptable for use in constructing rock wall. Relative boulder volumes for specific applications are noted on the plans. Imported boulders shall match existing (limestone boulders previously used on site) in color and general composition. All rock shall have a minimum specific gravity of 2.6 as determined by ASTM D6473-15. Specific gravity data for rock source shall be provided by the Contractor and approved by the Engineer. Final approval of all boulders shall be made by the ENGINEER prior to any rocks being furnished to this project. This may require the ENGINEER visiting the rock pit to inspect and mark suitable rocks.

602.3 CONSTRUCTION REQUIREMENTS

Place riprap stones forming a continuous blanket in accordance with the Contract. Place stones with the long axis parallel to the toe of the slope, with a stable bearing upon the underlying soil or stones.

Place large stones as close together as possible. Use smaller stones to fill the areas between the larger stones. Ensure that the finished riprap surface varies no more than three (3) inches from the specified slope; and derrick stone riprap varies no more than eight (8) inches from the specified slope. Unless otherwise specified, place the riprap foundation course in a trench excavated to 24 inches below the toe of the slope of the Embankment or side of channel.
Place a layer of Class 1 geotextile filter fabric between the slope and erosion protection structures, and the backfill Material.

Placement of Structure Rock and Boulders

In-stream rock structures for grade stabilization or bank protection shall be constructed to the general lines, angles and slopes that are shown in the plans, and to any specific elevations shown in the plans. Individual boulders should be placed in running bond pattern, to the extent possible (i.e. joints shall be offset). Each boulder should be placed so as to interlock with adjacent boulders, in a manner such that they would remain firmly in place without the benefit of the mortar or other mechanical stabilization.

Because each location is different, and no two boulders are the same shape/size, the ENGINEER or his representative will provide guidance to the CONTRACTOR in the placement of boulders to optimize the stability and benefits of the structure. The CONTRACTOR should expect that the process of rock placement will be a “trial and error” process, proceeding until the best outcomes of rock placement and fit are achieved. Not every rock will fit in every location. The ENGINEER shall work with the CONTRACTOR to establish reasonable tolerances for elevations in rock placements, and to establish reasonable guidelines for rock selection and fit so that the finished product is both stable and aesthetically pleasing. Final acceptance of rock structure work will be determined solely by the ENGINEER.

Grouting of Structure Rocks

Grouting shall follow the general requirements and procedures of 602.3.1.1 and 602.3.1.2, except that faces of boulders shall be kept free of grout. Top of grout should remain approximately 1 – 2 inches below top of boulders. Any splashes or overflows of grout onto the exposed faces of the boulders shall be removed before grout sets.

602.4 METHOD OF MEASUREMENT

The Engineer will measure *Riprap Class C* based on the specified thickness and accepted surface area. Structure rock and boulders will be measured based on purchased and delivered quantities from quarry or rock source.

602.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Riprap Class C	Cubic Yard
Structure Rock and Boulders	Ton
Grouted structure rock (grout incidental)	Ton

Work Included in Payment
The following Work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately:

1. Excavation, backfilling and disposal of material required for the placement of slope and erosion protection structures;
2. Preparing subgrade upon which boulders are to be placed
3. Tooling of joints
4. Pointing, cleaning and protection of boulder faces
5. Preparation of test samples.
6. Dewatering
7. Stakes and staples, drainage geotextile

F.6. SECTION 621: MOBILIZATION

621.1 DESCRIPTION

This Work consists of preparatory Work, preliminary operations, movement of personnel, equipment, supplies, and Incidentals to the Project site, and establishment of offices, buildings, and other facilities necessary for the Project, before beginning Work on the Project.

621.4 METHOD OF MEASUREMENT
Payment Procedures

If the Contractor's Bid Item Price for mobilization is equal to or less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay the Contractor using the following procedure:

1. If the Contractor has performed Work representing less than five percent (5%) of the Total Original Contract Amount less mobilization, the Owner will pay 25% of the mobilization Bid amount;

2. If the Contractor has performed Work representing from five percent (5%) to less than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will pay 50% of the Bid Item Price for mobilization; and

3. If the Contractor has performed Work representing ten percent (10%) or more of the Total Original Contract Amount less mobilization, the Owner will pay 100% of the Bid Item Price for mobilization.
If the Contractor's Bid Item price for mobilization is greater than ten percent (10%) of the Total Original Contract Amount less mobilization, the Owner will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization

equal to ten percent (10%) of the Total Original Contract Amount less mobilization. The Department will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

621.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Mobilization	Lump Sum

The Owner will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

F.7. SECTION 603: TEMPORARY EROSION AND SEDIMENT CONTROL

603.1 DESCRIPTION

This Work consists of constructing, inspecting, and maintaining erosion, sediment control, and storm water pollution prevention facilities for the discharge of storm water associated with construction activity. This Work includes construction phase activities through final stabilization.

Storm Water Pollution Prevention Plan
A Storm Water Pollution Prevention Plan (SWPPP) is required because the disturbed area for the Base Bid is larger than one acre.

Contractor Responsibilities
All of Contractors construction activities shall be in accordance with the terms and conditions of the following two (2) Clean Water Act Section 404 Nationwide Permit (NWP) Verifications: February 5, 2020 NWP 13 Bank Stabilization – Action No. SPA-2020-00036-ABQ, Santa Fe River at La Joya Street River Bank Stabilization Repair, and June 8, 2020 NWP 3 Maintenance – Action No. SPA-2009-00765-ABQ, Santa Fe River Restoration, copies of which is incorporated herein by reference.

Before disturbing any soil, the Contractor shall prepare and submit to the Engineer a Contractor developed Temporary Erosion & Sediment Control Plan based on the planned construction phasing and schedule. The Contractor shall prepare amendments to the TESCP as Work progresses or as phasing or scheduling changes are made. Specifically, the Contractor shall prepare a Construction Phase TESCP for each construction phase and include at least the following items or activities:

1. Develop the SWPPP using a combination of structural, non-structural, and vegetative best management practices (BMPs) appropriate for the identified location to control erosion and sedimentation and manage storm water during construction activities.

2. Include proposed methods for minimizing or eliminating pollution of streams, lakes, reservoirs, canals, and other water impoundments from storm water discharge associated with construction activities.

3. Do not start earth—disturbing activities until the Contractor developed TESCP has been submitted and the NOI is active.

4. Refer to the recommendations in the current version of the Department's National Pollutant Discharge Elimination System Manual: Storm Water Management Guidelines for Construction and Industrial Activities.

5. Provide a signed, certified statement that states the terms and conditions of the NPDES General Permit are fully understood. Include a statement of intent to fully implement the SWPPP as proposed or modified at the pre-construction meeting in the certification.

6. Maintain the SWPPP in accordance with the NPDES Construction General Permit until final grading, erosion control, and seeding operation completion.

603.2 MATERIALS

General
Provide Materials for erosion, sediment control, and storm water pollution prevention measures that consist of siltation fences, socks, rock, riprap, soil retention blankets, or other acceptable measures approved by the Engineer.

Geotextiles

Drainage Geotextiles
Provide drainage geotextiles (Class B drainage applications) for silt fence in accordance with Section 604, "Soil and Drainage Geotextiles," unless otherwise specified in the Contract.

Soil Retention Blanket
Provide a soil retention blanket from the Department's *Approved Products List,* or as specified in the Contract and approved by the Engineer.

Riprap
Provide riprap and rock plating in accordance with Section 602, "Slope and Erosion Protection Structures."

Mulch Socks or Composted Mulch Socks
Core Material (Mulch): See Section 632, "Revegetation" for mulch and composted mulch Specifications. Core Material (woodchips): The Material must be 100% untreated wood chip and free of inorganic debris, such as plastic, glass, metal, etc. Manufacturer shall certify that the material is free of noxious weeds.

Woodchip size shall not be smaller than one (1) inch and shall not exceed three (3) inches in diameter; shavings shall not be more than five percent (5%) of the total mass.
Containment Mesh: Furnish containment mesh 100% biodegradable, photodegradable such as burlap, twine, UV photodegradable plastic, polyester, or other acceptable Material as directed by the Engineer.
The mesh should not exceed 1/2 inch in diameter. Furnish biodegradable or photodegradable containment mesh when the socks will remain in place as part of the permanent or temporary vegetative plan. The containment mesh shall be greater than nine (9) inches in height after being packed; the containment mesh shall be densely packed so that the socks do not deform. The Engineer will determine the maximum allowable height for containment mesh.

603.3 CONSTRUCTION REQUIREMENTS

Mulch Socks or Composted Mulch Socks

Install the socks near the downstream perimeter of the disturbed area as shown on the SWPPP to intercept sediment from sheet flow, in the ditch as check dams, or as inlet protection as directed by the Engineer. Close contact between the earth and sock should be maintained by removing remaining vegetation, rocks, debris, and dirt clods. The socks will be interlocked or overlapped at the ends.
Anchoring should be adequate to prevent displacement during design rain events and to prevent flow under the socks. The anchors will be two (2) inch by two (2) inch wooden stakes or as approved by the Engineer. Socks used as check dams or placed in areas where the flow is more concentrated will be staked.

Earthwork Operations

Protect slopes as excavation or Embankment construction progresses. Maintain and protect the earthwork in Roadway sections through all construction stages to prevent sediment from leaving the construction limits.
Provide temporary slope drain facilities that can collect runoff and carry it to the slope bottoms. Use drain Materials capable of length change as earthwork operations progress.

603.4 METHOD OF MEASUREMENT

The Department will measure check dams along the crest of the dam.

SWPPP Plan Preparation and Maintenance

The Owner will reimburse the cost to prepare the SWPPP, prepare and install all BMPs for the Construction Phase TESCP, and maintain the Construction Phase TESCP BMPs under pay item Temporary erosion and sediment control.

603.5 BASIS OF PAYMENT

Compensation for Pollution Control will include cost of all materials described in SWPPP including the installation and implementation of BMPs. Payment shall be made

in a lump sum after submission and implementation of valid SWPPP as approved by the Engineer.

Pay Item	Pay Unit
Pollution Control	Lump Sum

F.8. SECTION 632: REVEGETATION

632.1 POLE PLANTING

A. Contractor Qualifications:

The contractor or revegetation subcontractor shall be a company that specializes in native plant revegetation and/or bio-engineering installations, with documented prior experience. The contractor shall furnish information substantiating its capability to provide staff expertise and suitable and sufficient quantity of equipment and labor to meet contract deadlines. Proof of capability may include monitoring and evaluation reports, letters of recommendation from the previous clients noting specific projects, and/or written commentary from public agency personnel.

B. Scope:

Pole planting is a term describing the use of live dormant stem cuttings of woody plant species for the purpose of propagating a selected tree or shrub species. This work shall consist of furnishing and installing the necessary vegetative materials as specified herein.

C. Definitions:

Branched Un-rooted Poles
Woody plant cuttings, capable of rooting, that are taken from trees and shrubs. All plant materials must be top quality stock. Plant materials shall be sound, healthy specimens. Any specimens that show evidence of serious injuries, bark damage, or insect infestation will be rejected.

Dormant Season
The non-growing season for woody species, when they have set their buds, and photosynthesis in the leaves has stopped (top growth is no longer occurring) but before buds break in the spring.

Harvesting Site
An approved existing, natural, native growing site that lies within a 40-mile radius of the project site, or approved cultivated sites.

D. Sourcing and Care:

It is preferable to use woody plant cuttings collected as close as possible to the project site. If top-quality cuttings are not available on site, or are of insufficient quantity, then the Contractor may obtain cuttings from other local harvesting sites or suppliers. Arrangements for alternate sources of woody plant cuttings are to be completed by and at the expense of the Contractor. Contractor shall make clean cuts and avoid split ends. Cutting tools to be used, including pruning shears, bow saws, chain saws, etc., should be based on the diameter of materials to be cut. Woody plant cuttings will be inspected on-site by the Project Manager prior to planting, or may be approved prior to delivery upon request by the Contractor.

- Willow cuttings shall be one-half to two inches (1/2" – 2") in diameter, and at least six feet (5') in length.
- Cottonwood cuttings shall be one to three inches (1" – 3") in diameter and at least six feet (6') in length.

Immediately upon cutting, cuttings shall be placed in water and kept out of direct sunlight. The Contractor shall provide for proper collection, care, storage, and handling of plant materials and will not permit cuttings to dry out prior to planting. Contractor should make every effort to plant cuttings within 12 hours of harvest, but if this is not possible, cuttings may be stored in clean, fresh water for a period of up to two weeks. Stored cuttings shall be kept between 36- and 50-degrees Fahrenheit.

E. Planting:

Plant branched, unrooted poles while dormant, from early winter to early spring. Use an auger or iron stake to make a pilot hole of sufficient depth in soil to allow planting at the following depths. Cuttings should be planted with approximately 75 to 80 percent of their length below the surface. Cuttings shall be planted with butt-ends in the ground. Leaf bud scars or emerging buds should always point up. At least two (2) lateral buds and/or terminal bud scars must be above the ground on cuttings. Contractor shall take care not to damage the buds, strip the bark or split the cutting during installation. Split or damaged cuttings shall be removed and replaced with acceptable cuttings.

Willow whips should be planted in bundles of two or three cuttings per hole. Cottonwood poles should be planted individually.

F. Plant Species:

The following is a list of acceptable species for planting on this project:

<u>Willow Species</u>

- *Salix exigua*, Coyote Willow
- *Salix lucida*, Pacific or Shining Willow

- *Salix irrorata*, Bluestem Willow

Cottonwood Species

- *Populus angustifolia*, Narrowleaf cottonwood
- *Populus fremontii*, Fremont cottonwood

F.9. SECTION 664: LANDSCAPE PLANTING

664.1 DESCRIPTION

This Work consists of providing trees, shrubs, and other Materials necessary to complete the landscape. This Work includes labor, Equipment, and the performance of operations including planting, fertilizing, watering, cleanup of planting areas, and replacement of unsatisfactory, damaged, and unacceptable planting Materials.

664.2 MATERIALS

Inspection of Plant Materials
Provide plant Materials in accordance with State and federal laws, including the New Mexico Plant Protection Act (NMSA 1978, § 76-5-11 et seq.), for disease infestation inspection.
Inspection certificates required by law must accompany each shipment, invoice, or order of stock. On delivery, provide the certificate to the Engineer. Provide for Department inspection at the place of origin or in a local nursery, and upon delivery to the planting location at the Project.

The following is a list of acceptable species for planting on this project:

Tree/Shrub Species

- *Gleditsia triacanthos var. inermis,* Honeylocust
- *Chilopsis linearis*, Desert Willow

664.3 CONSTRUCTION REQUIREMENTS

Planting
Use the planting backfill mixture and provide watering basins in accordance with Contract. Do not plant deeper than the original ground line.

Care and Replacement
Water and maintain the plants for at least one (1) year from the date of final Acceptance, unless otherwise approved by the Owner. If the Contractor installs a drip irrigation system, the Contractor shall hand water the plants until the drip irrigation system is in place and operational. At the direction of the Engineer, replace dead or unhealthy plants for one (1) year after the date of final Acceptance. Provide replacement plants that are in accordance with theContract.

664.4 METHOD OF MEASUREMENT

The Engineer will measure the actual number of trees, shrubs, or other plants provided, planted, and accepted.

664.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Trees, Shrubs, and Ground Cover	Each
Sodding and Seeding per	Square Yard

Work Included in Payment

The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:
A. Furnishing, transporting, and planting of plants;

B. Excavation, furnishing prepared backfill mixture, wrapping, staking, watering, care, and maintenance; of plants; and

C. One-year replacement of dead and unhealthy plants.
D. Implementation of engineer-approved temporary irrigation plan for upland portions of Area 6, Area 6A and Area 7.

F.1. SECTION 801: CONSTRUCTION STAKING BY THE CONTRACTOR

801.1 Description

General
This Work consists of construction staking, essential for the control and completion of the Project.

Department-Supplied Documents and Services
The Owner will provide the Contractor with survey data sufficient to layout, control, and complete the Project. Survey data includes, but is not limited to, the following:

1. Location notes;
2. Design grades;
3. Elevations;
4. Slopes;
5. Projected locations of slope stake catch points; and
6. Lines and grades.

The owner will supply the data as printout sheets, field books, electronic files (when available, and at the discretion of the Owner), Right of Way maps, or Plans. Contractor will locate and verify all data points.

Contractor-Supplied Personnel & Services
Provide qualified personnel who are experienced in construction staking to perform the staking. Per NMSA 61-23-26, Public Work, a New Mexico licensed professional surveyor is required to be in responsible charge of construction staking surveys for engineering and architectural public Works projects with a construction cost of $100,000.00 or greater.
Locate and establish control points with the data given in the Plans.
Verify Department-provided survey data, and submit changes or adjustments (including recorded data) to the Engineer for approval at no cost to the Department.

801.2 CONSTRUCTION REQUIREMENTS

General

Do not disturb, cover, or remove reference marks without providing written documentation of the disturbed, covered, or removed reference mark to the Engineer for approval. Reference marks include the following:

1. Triangulation stations;

2. Benchmarks;

3. Corners;

4. Monuments;

5. Stake;

6. Witness marks; or

7. Other reference marks located within the construction limits (including the limits of Temporary Construction Permits) or on the Right of Way line of this Project.
Coordinate the reestablishment of removed or destroyed markers with the Owner. When directed, reset destroyed reference markers, at no additional cost to the Owner, in accordance with 61-23-28 NMSA, Reference marks; removal or obliteration; replacement, and

Section 801: Construction Staking by the Contractor
12.8.2 NMAC, *Minimum Standards for Surveying in New Mexico* and the *Geodetic Mark Preservation Guidebook*, as prepared by the National Geodetic Survey.

Submit notes regarding the referencing of monuments to the Engineer.

Control Points

The Contractor shall use the reference control points provided by the Engineer or set by the Contractor's personnel to establish construction-staking points and to layout and control the Work.
Notify the Engineer of errors and omissions discovered in the control points before beginning affected Work.

Contractor will make every effort to preserve and reference the provided survey control points in such a manner, that their location can be reestablished by the contractor at Contractor expense in cases of construction-related and weather-related disturbances or vandalism.

Accuracy Verification
The Engineer will spot check the accuracy of the construction stakes, lines, grades, and layouts but will assume no responsibility for the accuracy or the final result. The Engineer will inform the Contractor of discrepancies immediately. All work shall follow recognized professional practice and the standards of the industry. The horizontal locations for all work shall be determined and recorded to the nearest 0.5 ft. and the vertical elevations shall be determined and recorded to the nearest 0.01 ft.

Non-Specified Re-staking and Re-establishment of Control
The Contractor shall perform re-staking due to the following conditions, at no additional cost to the Owner:

1. Errors or omissions by Contractor personnel, or
2. The Contractor's negligence.

The Engineer will review re-staking in accordance with Section 104.2.1, "Significant Changes in the Character of Work," Section 104.2.2, "Differing Site Conditions," and Section 104.2, "Extra Work" when due to the following conditions:
1. Resulting from errors or omissions by the Engineer;
2. At the Engineer's request, or
3. Circumstances beyond the Contractor's control.

Construction Staking

Locations and Elevations
Verify locations and elevations of control points and benchmarks provided. Establish as necessary.

Slope Stakes, and Clearing Stakes
Set slope stakes, and stationing at intervals no greater than 100 ft.

801.4 METHOD OF MEASUREMENT

Submit a construction-staking schedule of values as part of CPM or monthly progress

801.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Construction Staking by the Contractor	Lump Sum

The Owner will make partial payments in accordance with the approved construction-staking schedule of values. The Owner considers slope stake changes and other staking changes as Incidental to the completion of the Work and will not measure or pay for it separately.

F.10. SECTION 702 TRAFFIC CONTROL DEVICES DURING CONSTRUCTION

All provisions of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply in addition to the following:

1.0 DESCRIPTION.

1.01 This work shall consist of implementing the necessary traffic control during construction in conformance with the contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the contract traffic control plan detailed in the construction plans to the Project Manager prior to beginning construction operations.

1.02 The Contractor shall furnish all materials, tools, labor, equipment and all other appurtenances necessary to complete the work. The materials shall include, all interim and temporary signing, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the Engineer including all setups and resetting of devices.

1.03 Barriers to prevent pedestrians and cyclists from entering construction zones should be continuous and constructed of rigid materials in order to be discerned by pedestrians and cyclists with vision impairments. The use of “caution” tape, “snow fence,” pedestrian screen fencing, or other measures is not acceptable for defining a pedestrian route as these materials are easily broken and do not adequately direct pedestrians into the temporary pathway. Temporary 6-foot high chain link panel fencing with panel stands constructed in accordance with Section 607.2.3 is a suitable barrier.

1.04 Submittals. The Contractor shall submit a summary of all necessary traffic control devices for this project in the format shown as TABLE 1 to the Project Manager

at least two (2) weeks prior to the pre-construction conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with appropriate supporting sections referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated work and materials defined in the appropriate supporting section of the standard specifications, including all revisions. The Contractor will not be allowed to initiate any work on the project until TABLE 1 has been provided to the Project Manager.

2.0 MATERIALS.

2.01 All materials shall conform to the applicable requirements of SECTION 701 - TRAFFIC SIGNS AND SIGN STRUCTURES, SECTION 702 - CONSTRUCTION TRAFFIC CONTROL DEVICES, and SECTION 704 - PAVEMENT MARKINGS.

3.0 CONSTRUCTION REQUIREMENTS.

3.01 All construction shall be effected by the Contractor in accordance with the applicable plan details and specifications shown in the contract or modifications to the plan details as approved by the District Traffic Engineer.

3.02 All materials and devices shall be maintained and replaced if necessary for the duration of the project in conformance with these specifications.

3.03 Traffic control shall be maintained in conformance with all specifications of SECTION 618 - TRAFFIC CONTROL MANAGEMENT, for the duration of the project.

4.0 METHOD OF MEASUREMENT.

4.01 When specifically designated for measurement and payment in the contract, traffic control devices during construction will be measured as a lump sum unit.

5.0 BASIS OF PAYMENT.

5.01 The accepted work for traffic control devices during construction will be paid for at the contract unit price lump sum. Payment shall be full compensation for furnishing all materials, tools, labor, equipment, hauling, and any other appurtenances necessary to satisfactorily complete and maintain adequate and safe traffic control until completion of the project.

This shall include all interim and temporary signing, temporary striping, temporary stripe removals, construction signing, steel posts, base posts, portable sign supports, barricades, drums, sequential arrow displays, traffic cones and flaggers as necessary to complete the traffic control detailed in the construction plans or modifications to the plan details as approved by the District Traffic Engineer. Setting and resetting of devices shall also be included in payment of this item.

5.03 Traffic Control Devices During Construction shall not be considered as eligible for a cost savings suggestion.

Payment will be made under:

PAY ITEM	**PAY UNIT**
Traffic Control Devices During Construction	`Lump Sum

Item#_____
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT
(FOR ITB PURPOSES)

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

500C (CWSRF 088)- Santa Fe River Repair and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid No.XXXX)

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

The Contractor shall perform all the work required by the contract documents for the 500C (CWSRF 088) Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (Bid #XXX).

The work designated 500C (CWSRF 088)-Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall consists of but is not limited to: channel grading, construction of bank stabilization structures, slope protection, and rehabilitation of stormwater conveyances as described in the Contract Documents.

Contractor shall be responsible for all verification of all conditions, measurements, and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and Federal inspections associated with construction.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____dollars ($_____) per Scope of Work for base bid and additive alternative, such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) 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 (AMOUNT). 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 **two (2) years after city signature** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services

contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the

local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. <u>Amendment</u>.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. <u>Change Orders</u>.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

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

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

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

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

22. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to

recover excessive or illegal payments

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on

behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE (FOR ITB PURPOSES):

Marcos Martinez
Marcos Martinez (Nov 16, 2021 08:27 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

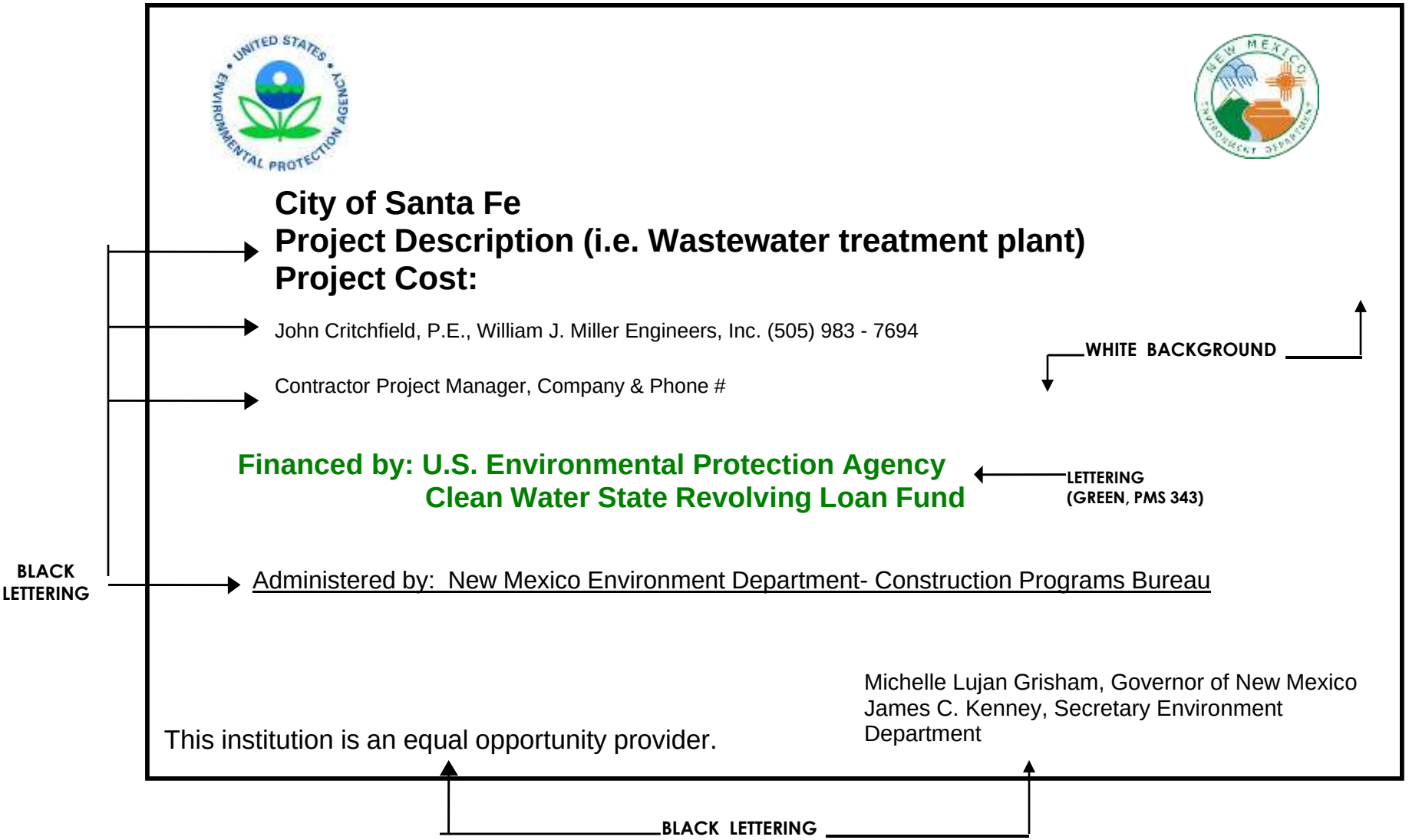
Example: Goal: Reduce or Increase or Other Service [insert blank].

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below ***(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties).***

APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: **1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x ¾")**

PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

APPENDIX B: U.S. EPA SUPPLEMENTAL CONDITIONS

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

Supplemental conditions

for

Federally Assisted Storm Water and/or Wastewater

Infrastructure under the

Clean Water State Revolving Loan Fund

Revised August 2021

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification (does not apply to non-point source projects)
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. NMED FORM DBE-3
6. NMED FORM DBE-4
7. SRF Telecom Prohibition Certification
8. AIS CWSRF 314 (does not apply to non-point source projects)

Form to be provided with every construction pay application:

1. XP-214 Labor Standards Certification (does not apply to non-point source projects)
2. AIS Pay Application Certification (does not apply to non-point source projects)

REFERENCES

- **Copeland Anti-Kickback, 29 CFR Part 3**
  https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4

- **Suspension and Debarment, Subpart C of 2 CFR 180 and 1532**
  https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr180 main 02.tpl
  https://ecfr.io/Title-02/pt2.1.1532

- **Disadvantaged Business Enterprise, 40 CFR Part 33**
  https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33 main 02.tpl

- **Equal Employment Opportunity, 41 CFR Part 60**
  https://www.ecfr.gov/cgi-bin/text-idx?SI D=ec3611532eacd5ad65ef7df6f322a31f&mc=true&node=pt41.1.60 61&rgn=divS

- **Labor Standards, 29 CRF Part 4 & 6**
  https://ecfr.io//Title-29/pt29.1.4
  https://ecfr.io/Title-29/pt29.1.6

- **Nondiscrimination, 40 CFR Part 7**
  https://ecfr.io/Title-40/pt40.1.7

- **Uniform Administrative Requirements, Cost Principles and Audit Requirements, 2 CFR Parts 200 and 1500**
  https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SI D=84eca2b8c00b167d252c25ba6eab0eeb&mc=true&n=pt2.1.200&r=PART&ty=HTML

  https://www.ecfr.gov/cgi-bin/text-idx?SID=9dad727f830d7c452669df30fc406fee&node=pt2.1.1500&rgn=div5

- **NPDES General Permits for Storm Water Discharge from Construction Sites in Region 6**
  https://www.epa.gov/npdes/epas-2017-construction-general-permit-cgp-and-related-documents

Model Contract Clause - Attached

NPDES Bypass Policy-Attached

Federal Cross Cutters - https://ecfr.io/Title-40/se40.1.35_13575 see attached information also

Detailed Guidance on the American Iron and Steel Requirements can be found at:

https://www.epa.gov/cwsrf/state-revolving-tund-american-iron-and-stee1-ais-reguirement

Enhancing Public Awareness of SRF Assistance Agreements - memo dated 6/3/18 - Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Project Number

Contract For ———————————

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establisment affirmative action programs pursuant to 41 CFR Part 60-2.

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

( ) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

( ) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative Date

Name & Address of Bidder

XP-214

CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly pay application must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work in which the New Mexico Environment Department Clean Water State Revolving Loan makes funds available to participate:

Pay Application No. _____ for period _____ to _____

_____

Name of Project Location

_____ _____

Contract No. Date Contract Awarded

Project No._____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ _____ as principal contractor and by each

(Name of Contractor)

subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions. I also certify that I have submitted all weekly payroll to (Name of grantee).

_____

Typed Name & Title of Contractor's Authorized Representative

_____

Signature of Contractor's Authorized Representative Date

Owner/Grantee Certification

I hereby certify that the above is true to the best of my knowledge and that I have reviewed all certified payroll supplied by the prime contractor and certify that it meets all labor standards as set forth in the Davis Bacon Act.

Signature of Grantee Authorized Representative Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

XP-215 MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project.

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes No

   If yes, when did you update your MBE/WBE/SBRA solicitation lists?

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes No

   If yes, name the publications:

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes No

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes No

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes No

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes No

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes No

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes No

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes No

   If yes, please list person who attended conference as representative of MBE/WBE/SBRA

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

   Name & Title of Person:

   Name of MBE/WBE/SBRA:

   Address: Phone:

   Date and Place of Conference:

10. Total dollar amount of the contract:

    $

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)
WBE:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)
SBRA:	Construction_____% ($)	Equipment_____% ($)	Supplies_____% ($)	Services_____% ($)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

(Contractor Signature & Date) **(Owner Signature & Date)**

United States
Environmental Protection Agency

EPA Project

Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative, DUNS Number, and SAM's Registration Number

Signature of Bidder's Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	**Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies**	**Price of Work Submitted to the Prime Contractor**
DBE Certified By: ○ DOT ○ SBA ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Subcontractor Signature	**Print Name**
Title	**Date**

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	___YES	___NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	**Company Address/ Phone/ Email**	**Est. Dollar Amt**	**Currently DBE Certified?**

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by **recipients and subrecipients** to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

American Iron And Steel Certification - Pay Application #_____

The Contractor acknowledges that it understands the goods and services being paid for under this Pay Application are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of th, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

_____

Typed Name & Title of Contractor's Authorized Representative

_____ _____

Signature of Contractor's Authorized Representative Date

Sample Certifications for AIS compliance

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List Items, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative:

_____

Name and Title

The following information is provided as a **sample letter of certification for AIS compliance**. Documentation **must be provided on company letterhead**.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

_____

Name and Title

Wage Rate Requirements

(DOES NOT APPLY TO NON-POINT SOURCE PROJECTS)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. SUPERSESSION

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36(i) apply to that work eligible for EPA assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

3. CHANGES

a. The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
    i. In the specifications (including drawings and designs);
    ii. In the time, method or manner of performance of the work;
    iii. In the recipient-furnished facilities, equipment, materials, services or site, or
    iv. Directing acceleration in the performance of the work.
2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the

contractor reasonably incurred in attempting to comply with those defective specifications.
5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.
6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.
2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. The following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:
    i. Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;
    ii. Method of shipment or packing; and
    iii. Place of delivery.
2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.
3. No claim by the contractor for an equitable adjustment shall be allowed if made after final

payment under this contract.

4. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.
c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).
d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

5. SUSPENSION OF WORK

The following clause applies only to construction contracts.

a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.
b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the subagreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such

suspension, delay or interruption, but not later than the date of final payment under the contract.

6. TERMINATION

The following clause applies only to contracts over $10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
b. This contract may be terminated in whole or in part
in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If termination for default is effected by the contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.
d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.
e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.
f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

7. REMEDIES

This clause applies only to contracts over $25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters

in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

8. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE - The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of $100,000; (2) negotiated contract amendments or change orders in excess of $100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of $100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.
b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

9. AUDIT; ACCESS TO RECORDS

a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
e. Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on EPA assisted work under this contract and for the time periods specified in 40 CFR part 31. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the contractor for the time periods specified in 40 CFR part 31.
f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
g This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the subagreement is terminated for default or for convenience.

10. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or

otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

12. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) and 40 CFR 31.36(c)(5), the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, materialmen and supplies in the performance of this contract.

13. RESPONSIBILITY OF THE CONTRACTOR

a. The following clause applies only to subagreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall comply with EPA quality assurance requirements in 40 CFR 31.45. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.
3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.
4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not

be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.
2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.
3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

14. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

15. 40 CFR part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

United States Environmental Protection Agency
Region 6

Policy for Bypass During Construction

It is a violation of an NPDES permit to bypass any part of a collection system or treatment plant. Such violations are subject to the enforcement provisions of Section 309 of the Clean Water Act. Under extreme circumstances, bypassing can sometimes be employed for short periods, but only after thorough review and authorization by the regulatory agency.

NPDES regulations and permits prohibit the diversion of wastes from any portion of the treatment facility unless:

I. Bypass is unavoidable to prevent loss of life, personal injury. or severe property damage; or

2. There are no feasible alternatives to bypass. such as the use of auxiliary treatment facilities. retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the Permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The Permittee submits prior notice of an anticipated bypass. if possible, at least ten days before the date of the bypass.

The regulatory agency may authorize an anticipated bypass after considering its adverse effects, if it determines that it will meet the above conditions.

) The construction sequence must be such that wastes are provided a minimum of secondary treatment, or the equivalent for industrial treatment facilities during all phases of construction unless more stringent treatment levels are required by the state agency; or

2) The facility must maintain compliance with interim limitations set by the regulatory agency based on plant performance.

3) Disinfection is to be utilized if required to protect public health.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- National Environmental Policy Act, Pub. L. No. 91-190 (1970), 42 U.S.C. § 4321 *et. seq.*
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- Wilderness Act, Pub. L. 88-577, as amended

- **Historic Resources**

    - National Historic Preservation Act, Pub L. 89-665, as amended, 80 Stat. 917 (1966), 16 U.S.C. § 470 *et. seq.*
    - Archeological and Historic Preservation Act, Pub. L. 93-291 (1974), 16 U.S.C. § 469a-1

- **Environmentally Sensitive Lands**

    - Protection of Wetlands, Executive Order 11990 (1977), as amended by Executive Order 12608 (1997)
    - Floodplain Management, Executive Order 11988 (1977), as amended by Executive Order 12148 (1979)
    - Farmland Protection Policy Act, Pub. L. 97-98 (1981), 7 U.S.C. § 4201 *et. seq.*

- **Coastal Area Protection**

    - Coastal Zone Management Act, Pub. L. 92-583 (1972), as amended, 16 U.S.C. § 1451 *et. seq.*
    - Coastal Barriers Resources Act, Pub. L. 97-348, 96 Stat. 1653 (1982), 16 U.S.C. § 3501 *et. seq.*

- Wild and Scenic Rivers Act, Pub. L. 90-542, 82 Stat. 913 (1968), 16 U.S.C. § 1271 *et. seq.*
- Endangered Species Act, Pub. L. 93-205 (1973), as amended, 16 U.S.C. § 1531 *et. seq.*
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265 (1976), as amended, 16 U.S.C. § 1801 *et. seq.*
- Clean Air Act Conformity, Pub. L. 95-95 (1977), as amended, 42 U.S.C. § 7401 *et. seq.*
- Safe Drinking Water Act, Pub. L. 93-523 (1974), as amended, 42 U.S.C. 300f *et. seq.*

Social Policy Authorities

Civil Rights Laws (i.e., Super Cross-Cutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

- Equal Employment Opportunity, Executive Order 11246 (1965)

Disadvantage Business Enterprise Provisions

- Promoting the use of Small, Minority, and Women-Owned Businesses, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 Pub. L. 102-389

Economic and Miscellaneous Authorities

Prohibitions Relating to Violators of the Clean Air Act and the Clean Water Act with Respect to Federal Contracts, Grants, or Loans

- Executive Order No. 11738 (1973)
- Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and
- Section 508 of the Clean Water Act, 33 U.S.C. § 1368
- Debarment and Suspension, Executive Order 12549 (1986)
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121
- Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754 (1966), as amended, 42 U.S.C. § 3331 *et. seq.*
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646 (1971), as amended, 42 U.S.C. §§ 4601-4655
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects Executive Order 13202 (2001), as amended by Executive Order 13208 (2001)

Revised 02/18/2014

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 2 0 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

<u>Covered Iron and Steel Products</u>

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of_____("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WAtER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(I) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that-(1) applying subsection (a) would be inconsistent with the public interest" 436(b)(l).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure ofthe project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, comer bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

- Did these percentages vary by type ofproject (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent ofthe total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by:

Nancy K. Stoner
Acting Assistant Administrator

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 3 2015

OFFICE OF WA fcR

MEMORANDUM

SUBJECT: Guidelines for Enhancing Public Awareness of SRf-' Assistance Agreements

FROM: Andrew D. Sawyers. Ph.D., Director
Office of Wastewater M:rnagement (4201M)
Peter C. Grevall, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions 1-X

Last year, the Environmental Protection Agency (EPA) implemented an agency-wide initiative to enhance public awareness or EPA assistance agreements nationwide. The Office of Water has developed guidelines to inform states how this initiative should be implemented in the State Revolving Fund (SRF) Programs.

The guidelines were developed with input from EPA and state SRF staff. The guidelines recognize that each of the state SRF programs and the projects they rund are different and that one irr1plernentation method will not work for everyone. Therefore, as a result of input from the states, the guidelines offer a number of options that can be used to enhance public awareness of SRF assistance agreements.

Implementation of these guidelines will begin with the awarding of the FY 2015 SRF capitalization grants. A term and condition on compliance with the guidelines is to be included in all new SRF grants.

Please have your staf' provide copies of the guidelines to your states. Questions regarding the guidelines should be directed to Sheila Platt (202/564-0686) or Howard Rubin (202/564-205l).

Attachment

Enhancing Public Awareness of SRF Assistance Agreements

Introduction

The Environmental Protection Agency (EPA) is currently implementing an agency-wide initiative focused on signage to enhance public awareness of EPA assistance agreements nationwide. The intention of this effort is to communicate the positive impact and benefits of EPA funding around the country and increase awareness surrounding the improvements communities receive as a result of Stale Revolving Fund (SRF) assistance. Projects implemented with Clean Water Stale Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (OWSRF) monies are included in this initiative. as many CWSRF and DWSRF assistance agreements have direct and tangible benefits to populations around the country.

EPA's Office of Water developed these guidelines as a way to inform states of this directive and how it should be implemented in the SRF programs. The primary objective is to enhance public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities. municipalities and water systems. To that end, states are presented with a range of options for implementing these guidelines. All of these options achieve the ultimate goal of communicating to a broad audience the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country.

The information in the guidelines was developed with input from EPA and state staff across the country as well as the members of the State-EPA Workgroup. The guidelines recognize the wide range of project types, varied locations and different institutional approaches among states and communities. Therefore. providing states and SRF assistance recipients maximum flexibility is optimal. The guidelines allow selection of the implementation method which best balances two goals. First, it should satisfy the overall objective of communicating EPA·s role in funding assistance agreements that achieve positive benefit. Second. the implementation method should be practically and financially viable for states and communities and avoid any overly burdensome investment of time and resources. In some cases, it might be appropriate for a state to select a combination of options listed below. provided this does not result in excessive cost to communities.

Project Selection Requirements

Signage requirements will not be required to apply to all SRF projects. Signage will be considered an equivalency requirement for SRF programs. States should select a set of borrowers and/or projects totaling a funding amount equivalent to the amount of their federal capitalization grant to satisfy the signage requirement. There are no other requirements or restrictions on which projects should or should not participate in this initiative. Therefore. it is at the discretion of the state SRF program to select projects most able to efficiently and effectively comply in a way that

meets the intention to enhance public awareness without significant financial hardship to the state or its borrowers. This can be done either through the selection of speci fie projects or borrowers, or by setting a threshold within the state for which projects will be requested to meet signagc requirements. States should note that they have the option of selecting different implementation options for different borrowers depending on the location, project type and available resources. BotTOwers and/or projects complying with the signage requirement must ensure limited English proficient individuals have meaningful access to activities receiving EP/\ funds, consistent with Executive Order 13166 and EPA Order 1000.32.

In this regard, to increase public awareness of projects serving communities where English is not the predominant language, States should encourage recipients when implementing a particular signage option to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Although the signagc requirement docs not apply to all SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options below.

Summary of Options

The guidelines present a number of options which communities can explore to implement EPA·s signage policy. The option selected should meet all of the above basic requirements while remaining cost-effective and accessible to a broad audience. The guidelines describe the following strategics as acceptable options for communities to follow:

- Standard signage
- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation or the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implcmcnt.Ition Option: Standard Signagc

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example. investing in a large road sign for a facility that is located in a rural area or, here access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

States selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name ofthe facility. project and community
- Project cost
- The State Agency/SRF administering the program
- The EPA and State Agency logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. States are required to ensure that recipients comply with the sign specifications provided by the OPA, available at http://www.epa.gov/ogd/tc/epa_logo_seal_specifications for_infrastructure grants.pdf. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication.

Implementation Option: Posters or Brochures

Smaller projects, projects located in rural areas. and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the state or community.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the SRF program. The community could also implement this option as a short pamphlet or brochure that is placed in one of these locations for community members to read.

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City l·lall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, pamphlet, or brochure, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

States have the option of creating a template verbiage and layout to provide to borrowers. particularly smaller or disadvantaged communities. This could reduce the burden on small municipalities which may or may not have the staffing capacity to meet signage requirements on their own.

States selecting projects that will implement this requirement through use of posters or brochures should ensure the following are included:

- Name of facility. project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletter, Periodical or Press Release

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases. it may be appropriate for the state agency to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and state resources can reach a wide audience as the statement goes through multiple news outlets. Programs should consider whether or not this is an option that is likely to effectively publicize the CWSRF or DWSRF program in local news sources.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction as a result of EPA support. EPA must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate in the event.

States selecting projects that will implement this requirement through use of a newsletter. periodical or press release should ensure the following are included:

- Name of facility. project and community
- State SRF administering the program

- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Insert or Pamphlet in Water/Sewer Bill

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the area. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the interest rate and financial savings that the community achieved by taking advantage of SRF funds as well as the environmental and public health benefits to the community.

States selecting projects that will implement this requirement through use of an insert or pamphlet in water/sewer bill should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online & Social Media Publicity

Many communities are increasingly finding that the online forum is the most cost-effective approach to publicizing their SRF programs and reaching a broad audience of stakeholders. Online '·signage.. should follow the minimum information guidelines above and may appear on the town. community or facility website if available. In some cases. communities may be active on social media sites such as Facebook or Twitter. These can be used as an opportunity for publicizing projects and information about how SRF funds are being used in the community. These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source or sponsorship projects. there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or again through social media outlets.

States selecting projects that will implement this requirement through use of online & social media publicity should ensure the following are included:

- Name of facility, project and community
- State SRF administering the program
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, SRF programs have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets. brochures. press releases. or online materials. States may consider using the following:

> ·'Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the [Clean Water/Drinking Water] State Revolving Fund. The [CWSRF/OWSRF] program is administered by [State Agency] with joint funding from the U.S. Environmental Protection Agency and [State Name1. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near [name of town, city, and/or water body or watershed to benefit from project.] [CWSRF/DWSRF] programs operate around the country to provide states and communities the resources necessary to maintain and improve the infrastructure that protects our valuable water resources nationwide. ··

For projects in certain areas. states should consider whether or not it is appropriate to include additional details about the projects. Specific benefits. such as reduction of CSO events. lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including them would further serve to showcase positive efforts financed by the SRF programs. Additionally, for projects with components that meet Green Project Reserve (GPR) criteria. States may elect to detail these particular improvements. For example, the state could include quantitative improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the state when it is appropriate, given the project type. location, and the type of signage or publicity effort selected.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

MEMORANDUM

SUBJECT: Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs

FROM: Kiri Anderer, P.E., Acting Associate Branch Chief
Infrastructure Branch, OGWDW

KIRSTEN ANDERER Digitally signed by KIRSTEN ANDERER Date: 2020.12.11 07:55:52 -05'00'

Michael Deane, Branch Chief
State Revolving Fund Branch, OWM

MICHAEL DEANE Digitally signed by MICHAEL DEANE Date: 2020.12.11 17:56:38 -05'00'

TO: SRF Branch Chiefs
Regions 1-10

Effective August 13, 2020, recipients and subrecipients of EPA funded assistance agreements, including borrowers under EPA funded revolving loan funds, must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.

- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Applicability in the State Revolving Fund (SRF) Programs

Clean Water and Drinking Water SRF (CWSRF and DWSRF) programs may not expend equivalency funds for these products on or after August 13, 2020. States must ensure that equivalency assistance agreements include the telecommunications prohibition condition provided by EPA's Office of Grants and Debarment (OGD) in OGD's most recent EPA General Terms and Conditions. The condition must also be in construction contracts associated with equivalency assistance agreements.

There is no exhaustive list of components and services that fall under the prohibition. State SRF managers and local assistance recipients should exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

The prohibition also applies to the CWSRF administrative funds (if states are billing those costs to the federal CWSRF capitalization grant) and the four DWSRF set-asides. States should be mindful of items such as cell phones, computers, and mobile WiFi routers or hotspots funded by those accounts.

If you have questions on the implementation of this grant condition, please contact Michael Deane at Deane.Michael@epa.gov or Kiri Anderer at Anderer.Kirsten@epa.gov.

Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients

EPA is providing the following list of statutory, regulatory, and Executive Order requirements to assist recipients or "pass-through entities" who make subawards under the Uniform Grant Guidance (UGG) to identify potential Federal requirements that may apply to subrecipients on EPA funded projects per 2 CFR 200.331(a)(2). The list is for informational purposes only and is not intended to be a comprehensive description of all requirements applicable to each EPA financial assistance award. How a specific requirement applies depends on the nature of the project and may require coordination between EPA and other Federal agencies. Pass-through entities should consult their EPA Project Officer for further advice if they believe any of these requirements impact a subaward.

Note that major EPA assistance programs involving construction such as the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) programs have their own regulations and guidance documents for complying with "Flow Down" requirements. Loans and similar transactions that CWSRF and DWSRF recipients enter into are not subawards for the purposes of the 2 CFR Part 200 UGG. The information below, therefore, does not apply to loans and similar transactions entered into by recipients of CWSRF and DWSRF capitalization grants.

1. Nondiscrimination Laws and Social Policies

These requirements, if applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. **Non-Discrimination Laws**
Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance. Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in 40 CFR Part 5 and 40 CFR Part 7 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

b. **Executive Order 11246**
Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that subrecipients include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than $10,000 are exempt from the requirements of the Order.

c. **Disadvantaged Business Enterprises**
EPA regulations at **40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs"** set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.

d. **Consultation with State and Local Officials**
The Demonstration Cities and Metropolitan Development Act and the Intergovernmental Cooperation Act instructed federal agencies to consult with local officials to ensure smoother coordination of their assistance programs and to ensure that projects funded under federal programs are consistent with local planning requirements. Similarly, Executive Order 12372 as amended (1983) established procedures for intergovernmental review of federal financial assistance projects. EPA has implemented these requirements in 40 CFR Part 29.

The Catalogue of Federal Domestic Assistance entry for the pass-through entity's agreement with EPA will specify whether intergovernmental review requirements are applicable. If intergovernmental review is required, and neither EPA nor the pass-through entity complied with 40 CFR Part 29 prior to award because the location of subaward projects had not been determined, the pass-through entity must comply with intergovernmental review requirements after award. Intergovernmental review requirements vary among the states. As provided at 40 CFR 29.9(d) if a state does not have a single point of contact for intergovernmental review, the recipient must offer directly affected State, area-wide, regional and local officials an opportunity to comment on the subrecipient's proposed project.

e. **Clean Air Act and Clean Water Act**
Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management**.** Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM**,** to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

a. **Federal Funding Accountability and Transparency Act**
As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Pass-through entities may use the terms of their subaward agreement or other effective means to meet their responsibilities.

b. **Suspension and Debarment**
The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the "Debarment and Suspension" T&C of the pass-through entity's agreement with EPA. These requirements, which

include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of $25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

c. **Limits on Fees Charged by Individual Consultants**
EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.9(a) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available at 69 Fed. Reg. 18380 (April 7, 2004).

d. **Management Fees**
EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or Federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

e. **New Restriction on Lobbying, 40 CFR Part 34**
Pass-through entities must ensure that subawards in excess of $100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" T&C.

f. **Uniform Grant Guidance Requirements (UGG)**
Subrecipients must comply with 2 CFR Part 200 requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

3. **Environmental Authorities**

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

a. **National Environmental Policy Act**
Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

b. **Executive Order No. 12898 (1994)**
This Executive Order (E.O.) directs federal agencies to "make achieving environmental justice part of its mission." Each covered agency is required to identify and address, as appropriate, any "disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." One vehicle for EPA's efforts to address environmental justice concerns is a NEPA analysis. Considering environmental justice generally involves identifying potential adverse effects on minority populations and low-income populations, as well as encouraging early public participation and the development of alternative or mitigating options as appropriate. The terms and conditions of the EPA award may require pass-through entities and subrecipients to assist EPA in ensuring the requirements of the Executive Order are met.

c. **National Historic Preservation Act**
Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – *i.e.*, properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (*e.g.*, asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

d. **Archeological and Historic Preservation Act**
This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

e. **Protection of Wetlands, Executive Order 11990 (1973), as amended**
EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

f. **Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)**
EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

g. **Farmland Protection Policy Act**
This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is

compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

h. **Coastal Zone Management Act**
This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state's coastal zone management plan.

i. **Coastal Barriers Resources Act**
This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

j. **Wild and Scenic Rivers Act**
This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

k. **Endangered Species Act (ESA)**
This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."

l. **Magnuson-Stevens Fisheries Conservation and Management Act**
Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

m. **Clean Air Conformity Act**
This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's web site to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including

planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

n. **Safe Drinking Water Act**
Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

BID TABULATION

CIP 500 C (CWSRF 088) - SANTA FE RIVER REPAIRS AND BANK STABILIZATION:
RICARDO BRIDGE TO DON JOSE OUTFALL

Last updated: 1/04/2022

UNIT BID PRICE FROM BID CONTROLS IN THE EVENT OF A DISCREPANCY
TOTAL COST MATCHES UNIT PRICE BID
CORRECTED BID AMOUNT

BASE BID: AREA 4 + AREA 6 + AREA 8

	BID AND MATERIAL QUANTITIES			UNIT COSTS	ENGINEER'S ESTIMATE BASE BID		KIMO CONSTRUCTORS, INC. BASE BID			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
BID ITEM NO.	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
1	621	Mobilization, demobilization	LS	$ 30,000.00	1	$30,000.00	$78,029.75	$78,029.75	$78,029.75	$0.00
2	801	Construction staking and Surveys by Contractor	LS	$ 15,000.00	1	$15,000.00	$15,506.40	$15,506.40	$15,506.40	$0.00
3	603	Temporary erosion and sediment control	LS	$ 9,000.00	1	$9,000.00	$4,392.20	$4,392.20	$4,392.20	$0.00
4	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	1110	$55,515.56	$42.50	$47,175.00	$47,175.00	$0.00
5	602	Salvage and install grouted structure rock (54 cubic foot minimum)	TN	$ 120.00	17	$2,081.38	$584.65	$9,939.05	$9,939.05	$0.00
6	602	Furnish and install grouted structure rock (54 cubic foot minimum)	TN	$ 250.00	902	$225,535.89	$356.00	$321,112.00	$321,112.00	$0.00
7	602	Furnish and install grouted structure rock (18-27 cubic foot)	TN	$ 250.00	672	$167,975.84	$463.10	$311,203.20	$311,203.20	$0.00
8	602	Salvage and install structure rock (18-27 cubic foot)	TN	$ 120.00	26	$3,120.00	$343.70	$8,936.20	$8,936.20	$0.00
9	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	43	$8,600.00	$434.40	$18,679.20	$18,679.20	$0.00
10	632/664	Revegetation and landscape planting	SY	$ 10.00	2250	$22,500.00	$13.95	$31,387.50	$31,387.50	$0.00
11	702	Traffic control	LS	$ 25,000.00	1	$24,000.00	$17,841.70	$17,841.70	$17,841.70	$0.00
	* NMDOT 2019 SPECIFICATIONS				BASE BID SUBTOTAL:	$563,328.66		$864,202.20	$864,202.20	$0.00
					NM GROSS RECEIPTS TAX (8.4375%):	$47,530.86		$72,917.06	$72,917.06	$0.00
					BASE BID TOTAL (INCLUDING NMGRT):	**$610,859.51**		$937,119.26	**$937,119.26**	$0.00

ADDITIVE ALTERNATIVE 7

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 7		ADDITIVE ALTERNATIVE 7			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
12	621	Mobilization, demobilization	LS		1	$10,000.00	$9,717.75	$9,717.75	$9,717.75	$0.00
13	801	Construction staking and Surveys by Contractor	LS		1	$9,000.00	$2,052.95	$2,052.95	$2,052.95	$0.00
14	603	Temporary erosion and sediment control	LS		1	$4,000.00	$880.35	$880.35	$880.35	$0.00
15	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	61	$3,050.00	$61.45	$3,748.45	$3,748.45	$0.00
16	203	Remove excess material from site	CY	$ 25.00	1,103	$27,575.00	$29.95	$33,034.85	$33,034.85	$0.00
17	601	Demolition and removal of existing structure	LS		1	$4,000.00	$23,349.15	$23,349.15	$23,349.15	$0.00
18	602	Furnish and install grouted structure rock (54 cubic foot minimum)	TN	$ 250.00	82	$20,500.00	$371.25	$30,442.50	$30,442.50	$0.00
19	602	Salvage and install structure rock (18-27 cubic foot)	TN	$ 120.00	41	$4,920.00	$247.20	$10,135.20	$10,135.20	$0.00
20	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	322	$64,400.00	$322.85	$103,957.70	$103,957.70	$0.00
21	303	Furnish and install graded gravel filter	CY	$ 200.00	14	$2,800.00	$300.75	$4,210.50	$4,210.50	$0.00
22	570/206	Furnish and install 3.5 ft. diameter CMP	LF	$ 325.00	20	$6,500.00	$587.50	$11,750.00	$11,750.00	$0.00
23	632/664	Revegetation and landscape planting	SY	$ 10.00	1,760	$17,600.00	$8.90	$15,664.00	$15,664.00	$0.00
24	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$13,057.20	$13,057.20	$13,057.20	$0.00
				ADDITIVE ALTERNATIVE 7 SUBTOTAL:		$179,345.00		$262,000.60	$262,000.60	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$15,132.23		$22,106.30	$22,106.30	$0.00
				ADDITIVE ALTERNATIVE 7 TOTAL (INCLUDING NMGRT):		**$194,477.23**		$284,106.90	**$284,106.90**	$0.00

ADDITIVE ALTERNATIVE 6A

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 6A		ADDITIVE ALTERNATIVE 6A			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
25	621	Mobilization, demobilization	LS	$ 7,000.00	1	$7,000.00	$9,717.75	$9,717.75	$9,717.75	$0.00
26	801	Construction staking and Surveys by Contractor	LS	$ 6,000.00	1	$6,000.00	$3,826.35	$3,826.35	$3,826.35	$0.00
27	603	Temporary erosion and sediment control	LS	$ 3,000.00	1	$3,000.00	$416.00	$416.00	$416.00	$0.00
28	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	370	$18,500.00	$39.00	$14,430.00	$14,430.00	$0.00
29	203	Remove excess material from site	CY	$ 25.00	232	$5,800.00	$37.15	$8,618.80	$8,618.80	$0.00
30	601	Demolition and removal of existing structure	LS	$ 5,000.00	1	$5,000.00	$25,046.05	$25,046.05	$25,046.05	$0.00
31	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	328	$65,600.00	$329.20	$107,977.60	$107,977.60	$0.00
32	602	Furnish and install class C rip rap	CY	$ 350.00	11	$3,850.00	$152.75	$1,680.25	$1,680.25	$0.00
33	303	Furnish and install graded gravel filter	CY	$ 200.00	96	$19,200.00	$186.85	$17,937.60	$17,937.60	$0.00
34	570/206	Furnish and install 3.5 ft. diameter CMP	LF	$ 325.00	20	$6,500.00	$587.50	$11,750.00	$11,750.00	$0.00
35	632/664	Revegetation and landscape planting	SY	$ 10.00	290	$2,900.00	$14.45	$4,190.50	$4,190.50	$0.00
36	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$10,690.60	$10,690.60	$10,690.60	$0.00
				ADDITIVE ALTERNATIVE 6A SUBTOTAL:		$148,350.00		$216,281.50	$216,281.50	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$12,517.03		$18,248.75	$18,248.75	$0.00
				ADDITIVE ALTERNATIVE 6A TOTAL (INCLUDING NMGRT):		**$160,867.03**		$234,530.25	**$234,530.25**	$0.00

ADDITIVE ALTERNATIVE 5

BID ITEM NO.	BID AND MATERIAL QUANTITIES			UNIT COSTS	ADDITIVE ALTERNATIVE 5		ADDITIVE ALTERNATIVE 5			DIFFERENCE (TOTAL COST - TOTAL BID AMOUNT)
	SPEC. NO.*	DESCRIPTION	UNITS	$	QUANTITY	COST	UNIT BID PRICE	TOTAL BID AMOUNT	FROM UNIT BID PRICE & QTY)	
37	621	Mobilization, demobilization	LS	$ 2,500.00	1	$2,500.00	$9,717.75	$9,717.75	$9,717.75	$0.00
38	801	Construction staking and Surveys by Contractor	LS	$ 4,000.00	1	$4,000.00	$1,354.10	$1,354.10	$1,354.10	$0.00
39	603	Temporary erosion and sediment control	LS	$ 2,000.00	1	$2,000.00	$416.00	$416.00	$416.00	$0.00
40	203	Earthwork (excavation & compacted backfill)	CY	$ 50.00	16	$800.00	$90.40	$1,446.40	$1,446.40	$0.00
41	602	Furnish and install structure rock (18-27 cubic foot)	TN	$ 200.00	119	$23,800.00	$329.85	$39,252.15	$39,252.15	$0.00
42	602	Furnish and install class C rip rap	CY	$ 350.00	9	$3,150.00	$182.70	$1,644.30	$1,644.30	$0.00
43	303	Furnish and install graded gravel filter	CY	$ 200.00	14	$2,800.00	$182.85	$2,559.90	$2,559.90	$0.00
44	632/664	Revegetation and landscape planting	SY	$ 10.00	170	$1,700.00	$25.25	$4,292.50	$4,292.50	$0.00
45	702	Traffic control	LS	$ 5,000.00	1	$5,000.00	$7,009.30	$7,009.30	$7,009.30	$0.00
				ADDITIVE ALTERNATIVE 5 SUBTOTAL:		$45,750.00		$67,692.40	$67,692.40	$0.00
				NM GROSS RECEIPTS TAX (8.4375%):		$3,860.16		$5,711.55	$5,711.55	$0.00
				ADDITIVE ALTERNATIVE 5 TOTAL (INCLUDING NMGRT):		**$49,610.16**		$73,403.95	**$73,403.95**	$0.00
46	621	Re-mobilization / Demobilization	LS		**1**		$31,948.80	$31,948.80	$31,948.80	$0.00
				GRAND TOTAL (BASE BID + ADDITIVE ALTERNATIVES 7, 6A, 5, INCLUDING NMGRT):		**$1,015,813.94**		$1,561,109.16	**$1,561,109.16**	$0.00

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / River and Watershed Section	1/6/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
PW/Engineering/River and Waterhsed Section WIP Construction	2310411	572970	CLEAN H2O	1,561,110.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
CWSRF 088	2310411	490190	CLEAN H20	(1,561,110.00)	
				$ -	$ -

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

Loan # CWSRF 088 total amount: $1,561,109.16 to construct 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B)- project includes repairs to grade control structures, stormwater conveyance improvements, installation of boulder retaining wall and revegetation- see contract attached

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Zoe Isaacson — Prepared By *{print name}* — 1/6/2022 Date

Andy Hopkins — Budget Officer — Date

Division Director Signature *{optional}* — Date

Finance Director *{≤ $5,000}* — Date

1/12/2021

Department Director Signature — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203184**

Contractor: **Kimo Constructors, Inc.**

Description: **500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization: Ricardo Bridge to the Don Jose Outfall (ITB '22/21/B). Project includes: the repair of existing grade control structures, bank stabilization and stormwater conveyance improvements**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **tentative: 2/7/2022** Term End Date: **tentative: 2/7/ 2024**

[☐] Approved by Council Date: _____

Contract / Lease: **Construction Contract over $200,000**

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 is a new construction contract for repairs to the Santa Fe River

3. **Procurement History:** **ITB '22/21/B**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **CLEAN H2O** **Org / Object:** **2310411/572970**

Andy Hopkins

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Zoe R Isaacson** Phone # **6853**

Email: **zrisaacson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kimo Constructors, Inc

Procurement Title: 500C (CWSRF 088)- Santa Fe River Repairs and Bank Stabilization

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 Zoe R. Isaacson

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:

Zoe R. Isaacson | Public Works River and Watershed Project Administrator | 1/06/2022

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

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

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

CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #21-0336

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 6, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, Inc (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Subrecipient, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. COMPENSATION

Article VI, paragraph A of the Contract is hereby deleted. A new Article VI of this Contract is inserted to increase the amount of compensation by a total of three thousand ($3,000) so that Article VI, paragraph reads in its entirety as follows:

A. The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed thirty five thousand dollars ($35,000). Non-Profit, 501c3 organizations are exempt from GRT. **The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed ($35,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Subrecipient under this Agreement shall equal the amount stated herein. The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient 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 Contract 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 Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

INTERFAITH COMMUNITY SHELTER:

Korina Lopez
Korina Lopez (Dec 1, 2021 13:23 MST)
By: _____
KORINA LOPEZ
EXECUTIVE DIRECTOR
Date:_____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 29, 2021 11:55 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

AH
AH
_____
MARY MCCOY
FINANCE DIRECTOR

2402750.510400
ORG/OBJ #

(1) Amendment (approved by legal)

Final Audit Report 2021-12-01

Created:	2021-12-01
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFa7p_WaGRJ4LNiPmy6hJrQzvcf6Ad2dt

"(1) Amendment (approved by legal)" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-12-01 - 3:17:30 PM GMT- IP address: 63.232.20.2

Document emailed to Korina Lopez (korina@interfaithsheltersf.org) for signature
2021-12-01 - 3:17:50 PM GMT

Email viewed by Korina Lopez (korina@interfaithsheltersf.org)
2021-12-01 - 8:06:50 PM GMT- IP address: 73.127.180.115

Document e-signed by Korina Lopez (korina@interfaithsheltersf.org)
Signature Date: 2021-12-01 - 8:23:42 PM GMT - Time Source: server- IP address: 73.127.180.115

Agreement completed.
2021-12-01 - 8:23:42 PM GMT

Adobe Sign

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 6th day of July _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Interfaith Community Shelter Group, Inc.(the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will support the 30% of the cost of nightly staffing at the Women's Summer Safe Haven Shelter, which is open between mid-May through October. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities.

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. A minimum of one hundred sixty (160) extremely low-income women will be served at the facility.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in

support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters

covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed thirty two thousand dollars ($32,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed**

($32,000). 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. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the

City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient

may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

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

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement,

depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who

exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or

on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices

setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

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

XXI. NOTICES AND ADDRESSES

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

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Interfaith Community Shelter Group, Inc.
2801 Cerrillos Road
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

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

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of

this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in

and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. OTHER INSURANCE

If the services contemplated under this Agreement will be performed on or in City

facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insured.

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.

XXXIII. INDEMNIFICATION

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

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written

consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40

CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar

as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to

compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than

those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to

business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

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

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

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

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

ALAN WEBBER, MAYOR
DATE: Jul 16, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 16, 2021 17:22 MDT)

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/30/2021

SUBRECIPIENT:
INTERFAITH COMMUNITY SHELTER

Joseph Jordan-Berenis
Joseph Jordan-Berenis (Apr 15, 2021 09:25 MDT)

JOSEPH JORDAN-BERENIS
EXECUTIVE DIRECTOR

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. 031132553007
City of Santa Fe Business Registration No. 222294

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2021 13:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 16, 2021 15:20 MDT)

MARY MCCOY
FINANCE DIRECTOR

2402750.510400 AJH
AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Interfaith Community Shelter)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$ 32,000**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)				
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				**$**
State funds (i.e. MFA)				**$**
Other (i.e. in-kind, private funds)				**$180,264**
				$
Total of all funding sources				**$212,264**

The following chart details how the secured funding amount will support the various aspects of (Interfaith Community Shelter).

Cost	CDBG Allocation
	$32,000
Cost	Private Leveraged Funds
Other	$180,264
Total	$212,264

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202678**

Contractor: **Interfaith Community Shelter**

Description: **Women's Summer Safe Haven**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☑ Approved by Council Date: **06/30/2021**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **21-0336**

Increase/(Decrease) Amount $ **3,000**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **To increase compensation by $3,000**

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

Original contract: $32,000

Amendment #1 - Increase compensation by $3,000 for a total amount of $35,000

3. **Procurement History:** **CDBG RFP: 21/24/P Interfaith $32K 7.1.2021-6.30.22**

Fran Delaney (Jan 3, 2022 08:16 MST) Jan 3, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Amend #1 to increase funding for $3k. thru 6/30/22.

4. **Funding Source:** **CDBG** **Org / Object:** **2402750.510400**

Andy Hopkins (Jan 3, 2022 09:16 MST) Jan 3, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021

TO: Quality of Life Committee – January 2022
Finance Committee – January 2022
City Council – January 2022

VIA: Rich Brown, Community Development Director Richard Brown

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd Alexandra Ladd (Nov 24, 2021 09:35 MST)

ITEM: Amendments to CDBG Contracts

ACTION REQUESTED:
Please approve two amendments to CDBG contracts to add compensation so that the $20,000 originally allocated to Coming Home Connection's Casa Cielo project is redistributed to other public services activities for the 21-22 program year.

BACKGROUND:
In March, the Community Development Commission recommended CDBG funding in the amount of $20,000 for the Casa Cielo project, a program offered by Coming Home Connection. Funded as a public service, the project offered end-of-life care for terminally ill residents who did not have an adequate or safe living space in which to spend their final days. In August, the organization made the painful decision to cease operations of the facility, citing capacity and funding limitations.

ITEM AND ISSUE:
On October 20, 2021, the Community Development Commission made a recommendation to redistribute the funds for the purpose of bringing the remaining projects to the amounts requested in their applications. Because this amount is less than the threshold amount of $25,000 that would trigger an amendment to the Action Plan, this project amendment can be completed administratively for Governing Body approval. The recommended distribution is illustrated below.

Project	Application Amount	Funded Amount	Increase/Decrease	Final Amended Amount
Casa Cielo - End of Life Services	$ 40,000	$ 20,000.00	$ (20,000.00)	Project canceled
Womens Safe Haven	$ 35,000	$ 32,000.00	$ 3,000.00	$ 35,000.00
Elementary School Liaison	$ 35,000	$ 20,106.00	$ 17,000.00	$ 37,106.00
Cold Weather Shelter	$ 20,000	$ 20,000.00	$ -	$ 20,000.00
	$ 130,000	**$ 92,106.00**		**$ 92,106.00**

Memo_Reprogramming_Council_packet

Final Audit Report 2021-11-23

Created:	2021-11-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1sUuhwEs0bLZLL_s3kctQTHfXstGQ-WM

"Memo_Reprogramming_Council_packet" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-23 - 9:42:05 PM GMT- IP address: 63.232.20.2

Document emailed to Richard Brown (rdbrown@ci.santa-fe.nm.us) for signature
2021-11-23 - 9:42:39 PM GMT

Email viewed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
2021-11-23 - 11:42:51 PM GMT- IP address: 71.228.116.134

Document e-signed by Richard Brown (rdbrown@ci.santa-fe.nm.us)
Signature Date: 2021-11-23 - 11:43:16 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-11-23 - 11:43:16 PM GMT

Memo - Amendments for CDBG

Final Audit Report 2021-11-24

Created:	2021-11-24
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgEvuvGN29LRKLbKwO4Urj3tjEADVPhM8

"Memo - Amendments for CDBG" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-11-24 - 3:20:44 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-11-24 - 3:21:00 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-11-24 - 4:35:01 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-11-24 - 4:35:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-24 - 4:35:17 PM GMT

Adobe Sign

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Center

Procurement Title: RFP #21/24/P (CDBG)

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 Office of Afford Housing Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	11/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Jan 3, 2022 13:16 MST)	Chief Procurement Officer	Jan 3, 2022
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.

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PHPK2339235	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2339235	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		63790.113	11/1/2021	11/1/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Each Occurrence	1,000,000
A	Professional Liab			PHPK2339235	11/1/2021	11/1/2022	Aggregate	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
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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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

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
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #21-0338

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 6, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Public Schools - Adelante (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Subrecipient, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. COMPENSATION

Article VI, paragraph A of the Contract is hereby deleted. A new Article VI, paragraph A of this Contract is inserted to increase the amount of compensation by a total of seventeen thousand dollars ($17,000) so that Article VI, paragraph A reads in its entirety as follows:

A. The City shall pay to the Subrecipient in full payment for services satisfactorily performed, such compensation shall not exceed thirty-seven thousand six dollars ($37,106). Non-Profit, 501c3 organizations are exempt from GRT. **The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed ($37,106).** Non-Profit, 501c3 organizations are exempt from GRT. **This amount is a maximum and not a guarantee that the work assigned to be performed by Subrecipient under this Agreement shall equal the amount stated herein. The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient 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 Contract 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 Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
Date:

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

SFPS-ADELANTE:

By: Sue O'Brien (Dec 2, 2021 11:22 MST)
SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Nov 29, 2021 15:36 MST)
SENIOR ASSISTANCE CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400 AH
AH
ORG/OBJ #

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 6th day of July _____, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Santa Fe Public Schools – Adelante (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Funding will be used to support staffing for liaison services to support academic achievement for Pre-K – 12 students and their families who are experiencing housing instability or homelessness. Conditions for funding include:

a. The staff on the CDBG-funded payroll must be directly involved in the daily operation of the funded program/activities;

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Prior to commencement of funded activity, subrecipient will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the funded activities, if applicable.

B. Services provided by this program include advocacy, tutoring, evening programs, case management and material aid (school supplies, clothing, etc.) and referral to social services when necessary.

C. A minimum of eight hundred (800) students and their families are expected to receive services.

D. Contractor will report to the City on a quarterly basis the use of funds program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under

this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);

2. Aid in the prevention or elimination of slums or blight; and

3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by

this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars ($15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars ($25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars ($15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

satisfactorily performed, such compensation shall not exceed twenty thousand one hundred six dollars ($20,106). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($20,106). 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. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as

24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

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

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any

budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses

established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and

incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of

interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and

physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or

Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

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

XXI. NOTICES AND ADDRESSES

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

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

SFPS - Adelante
1300 Camino Sierra Vista
Santa Fe, NM 87505

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

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

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended

nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars ($25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI 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.

XXXII. OTHER INSURANCE

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insured.

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.

XXXIII. INDEMNIFICATION

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

XXXIV.ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract

and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

(1) Records providing a full description of each activity undertaken;

(2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(3) Records required to determine the eligibility of activities;

(4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(6) Records documenting compliance with EPLS/SAM for each sub-contractor;

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment

and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars ($2,000.00) for construction,

renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the

requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in

the performance of the services under this Contract.

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

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

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

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

ALAN WEBBER, MAYOR
DATE: Jul 8, 2021

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 9, 2021 10:44 MDT)

KRISTINE BUSTOS MIHELCIC,
CITY CLERK
GB MTG 06/30/2021

SUBRECIPIENT:
SFPS - ADELANTE

Sue O'Brien (Apr 14, 2021 14:30 MDT)

SUSAN O'BRIEN
DIRECTOR, STUDENT WELLNESS

DATE:_____

New Mexico Taxation and Revenue Dept.
CRS No. N/A
City of Santa Fe Business Registration No. N/A

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 14, 2021 13:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 6, 2021 18:04 MDT)

MARY MCCOY, FINANCE DIRECTOR

2402750.510400 AJH
AJH
ORG/OBJ #

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (SFPS - ADELANTE)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				**$20,106**
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	Title I - $23,031.87	Medicaid - $1,180.45		**$24,212.32**
City Funding	CYC - $66,590.86			**$66,590.86**
County Funding	Youth Program - $10,185			**$10,185**
Private Funds	Partners in Ed - $48,787.02			**$48,787.02**
Other (i.e. in-kind, private funds)				
Total of all funding sources				**$169,881.20**

The following chart details how the secured funding amount will support the various aspects of (SFPS - ADELANTE).

Cost	CDBG Allocation
CDBG Funding	$20,106
Cost	Private Leveraged Funds
Other	$24,212.32
	$66,590.86
	$10,185
	$48,787.02
Total	**$169,881.20**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202680**

Contractor: **SFPS - Adelante**

Description: **Elementary School Liaison**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☑ Approved by Council Date: **06/30/2021**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **21-0338**

Increase/(Decrease) Amount $ **17,000**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: To increase compensation by $17,000

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

Original contract: $20,106

Amendment #1 - Increase compensation by $17,000 for a total amount of $37,106

3. **Procurement History: RFP: 21/24/P**

Fran Dunaway (Dec 6, 2021 08:19 MST) Dec 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 1 to increase funding- exp. 6/30/22

4. **Funding Source: CDBG** **Org / Object: 2402750.510400**

Andy Hopkins (Dec 2, 2021 13:33 MST) Dec 2, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021

TO: Quality of Life Committee – January 2022
Finance Committee – January 2022
City Council – January 2022

VIA: Rich Brown, Community Development Director Richard Brown

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd Alexandra Ladd (Nov 24, 2021 09:35 MST)

ITEM: Amendments to CDBG Contracts

ACTION REQUESTED:
Please approve two amendments to CDBG contracts to add compensation so that the $20,000 originally allocated to Coming Home Connection's Casa Cielo project is redistributed to other public services activities for the 21-22 program year.

BACKGROUND:
In March, the Community Development Commission recommended CDBG funding in the amount of $20,000 for the Casa Cielo project, a program offered by Coming Home Connection. Funded as a public service, the project offered end-of-life care for terminally ill residents who did not have an adequate or safe living space in which to spend their final days. In August, the organization made the painful decision to cease operations of the facility, citing capacity and funding limitations.

ITEM AND ISSUE:
On October 20, 2021, the Community Development Commission made a recommendation to redistribute the funds for the purpose of bringing the remaining projects to the amounts requested in their applications. Because this amount is less than the threshold amount of $25,000 that would trigger an amendment to the Action Plan, this project amendment can be completed administratively for Governing Body approval. The recommended distribution is illustrated below.

Project	Application Amount	Funded Amount	Increase/Decrease	Final Amended Amount
Casa Cielo - End of Life Services	$ 40,000	$ 20,000.00	$ (20,000.00)	Project canceled
Womens Safe Haven	$ 35,000	$ 32,000.00	$ 3,000.00	$ 35,000.00
Elementary School Liaison	$ 35,000	$ 20,106.00	$ 17,000.00	$ 37,106.00
Cold Weather Shelter	$ 20,000	$ 20,000.00	$ -	$ 20,000.00
	$ 130,000	**$ 92,106.00**		**$ 92,106.00**

Memo_Reprogramming_Council_packet

Final Audit Report 2021-11-23

Created:	2021-11-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1sUuhwEs0bLZLL_s3kctQTHfXstGQ-WM

"Memo_Reprogramming_Council_packet" History

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Agreement completed.
2021-11-23 - 11:43:16 PM GMT

Adobe Sign

Memo - Amendments for CDBG

Final Audit Report 2021-11-24

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"Memo - Amendments for CDBG" History

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Adobe Sign

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFPS - Adelante

Procurement Title: RFP #21/24/P (CDBG)

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 Office of Afford Housing Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	11/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Dec 6, 2021 08:19 MST)	Chief Procurement Officer	Dec 6, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2021

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

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

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

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

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

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

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.
Certificate is for agency which works with us on Grants

CERTIFICATE HOLDER

City of Santa Fe
,

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: : Notes

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

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Amendment #1 (for Finance)

Final Audit Report 2021-12-02

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"Amendment #1 (for Finance)" History

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Agreement completed.
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