City of Santa Fe

AGENDA

REGULAR MEETING OF THE FINANCE COMMITTEE
OCTOBER 17, 2022
5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE

PROCEDURES FOR FINANCE COMMITTEE MEETING

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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting.

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. **PRESENTATION**

    a. FY21 Audit Update (Emily Oster, Finance Director, 505-629-3411, ekoster@santafenm.gov; Ricky Bejarano, Chief Accounting Officer, rabejarano@santafenm.gov; 505-629-6988)

b. Midtown Moving Forward - Economics of Land Development at Midtown Presentation Series (three parts): “Part 2: Midtown Tomorrow: Costs for Midtown Redevelopment and Management”; (Rich Brown; Office of Economic Development Director, rdbrown@santafenm.gov, 505-955-6525; Dena Belzer, Principal, Strategic Economics, Midtown Land Economics Consultant, dbelzer@strategiceconomics.com).

c. Audit Preparation & Financial Close Assessment as of June 30, 2022. (Stephanie Woodruff, Founder, Pinon Ventures LLC., pinonventuresllc@gmail.com, 612-964-0628; Emily Oster, Finance Director, 505-629-3411)

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of the October 3, 2022 Finance Committee Minutes. (Carolynn Roibal, Administrative Manager, clroibal@santafenm.gov, 505-955-6531)

Committee Review:
Finance Committee: 10/17/2022

b. Request for Approval of Art in Public Places Purchase Contract with the State of New Mexico Department of Cultural Affairs, New Mexico Arts Division and Christina Marie Gonzalez dba Christina Gonzalez Studio for the Display of Artwork on City Property with the City’s Portion in the Total Amount of $4300. (Pauline Kanako Kamiyama, Arts and Culture Division Director: pkkamiyama@santafenm.gov, 505-955-6653)

Committee Review:
Quality of Life Committee 10/05/2022
Finance Committee 10/17/2022
Governing Body 10/26/2022

c. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $877,035.08 for the Title III Federal and State Sub-Award Contract, Term Ending June 30,

2023. (Gino Rinaldi, Senior Services Director: earinaldi@santafenm.gov, 505-955-4710)

Committee Review:
Finance Committee: 10/17/2022
Quality of Life: 10/19/2022
Governing Body: 10/26/2022

d. Request for Approval of a Purchase for One (1) Front Loading Collection Vehicle for Commercial Waste Collection Services with Bruckner Truck Sales, Inc. in the Total Amount of $441,122. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, 505-955-2241)

Committee Review:
Public Works and Utilities Committee: 10/11/2022
Finance Committee: 10/17/2022
Governing Body: 10/26/2022

e. Request for Approval of a Construction Contract with ESA Construction Inc., to Upgrade the City of Santa Fe's Public Utilities Building Located at 801 W. San Mateo Road in the Total Amount of $284,134.02 Including NMGRT, Expiring June 30, 2023. (Jesse Roach, Water Division Director: jdroach@santafenm.gov, 505- 955-4309)

Committee Review:
Public Works and Utilities Committee: 10/11/2022
Finance Committee: 10/17/2022
Governing Body: 10/26/2022

f. Request for the Approval of State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant Agreement A20E5290 in the Total Amount of $827,000 for the Purchase of Mary Esther Gonzales Senior Center Vehicles, Term Ending June 30, 2024. (Gino Rinaldi, Senior Services Director: earinaldi@santafenm.gov, 505-955-4710).

Committee Review:
Finance Committee: 10/17/2022
Quality of Life: 10/19/2022
Governing Body: 10/26/2022

g. Request for Approval of Amendment No.1 to Agreement Between Owner and Contractor Item #21-0522 with Bradbury Stamm Construction, Inc. to Extend the Term of the Services Agreement for Construction at Santa Fe Regional Airport to June 30, 2025 with No Change to the Total Cost. (James Garduno, Project Administrator, jdgarduno@santafenm.gov, 505-795-2439)

Committee Review:
Finance Committee: 10/17/2022
Public Works and Utilities: 10/24/2022
Governing Body: 10/26/2022

h. Request for Approval of a Transportation Project Fund Grant Agreement with the New Mexico Department of Transportation for the Engineering Design of the Arroyo de Los Chamisos Crossing Project Identified as Control # HW2LP50039 in the Total Amount of $1,000,000. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $950,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing

Committee Review:
Finance Committee (Postponed): 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Finance Committee: 10/17/2022
Governing Body: 10/26/2022

i. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilor Chavez)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Project Fund Program Administered by New Mexico Department of Transportation for the Arroyo de los Chamisos Crossing Project. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Governing Body (Introduced): 09/28/2022

Public Works and Utilities Committee: 10/11/2022
Finance Committee: 10/17/2022
Governing Body: 10/26/2022

7. **INTRODUCTION OF LEGISLATION**

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Establishing City of Santa Fe's Priorities for Consideration by the New Mexico State Legislature During the 56th Legislature – State of New Mexico – First Session, 2023. (Regina Wheeler, Public Works Director: rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Finance Committee (Introduced): 10/17/22
Quality of Life Committee: 10/19/22
Public Works and Utilities Committee: 10/24/22
Finance Committee: 10/31/22
Governing Body: 11/09/22

8. **MATTERS FROM STAFF**

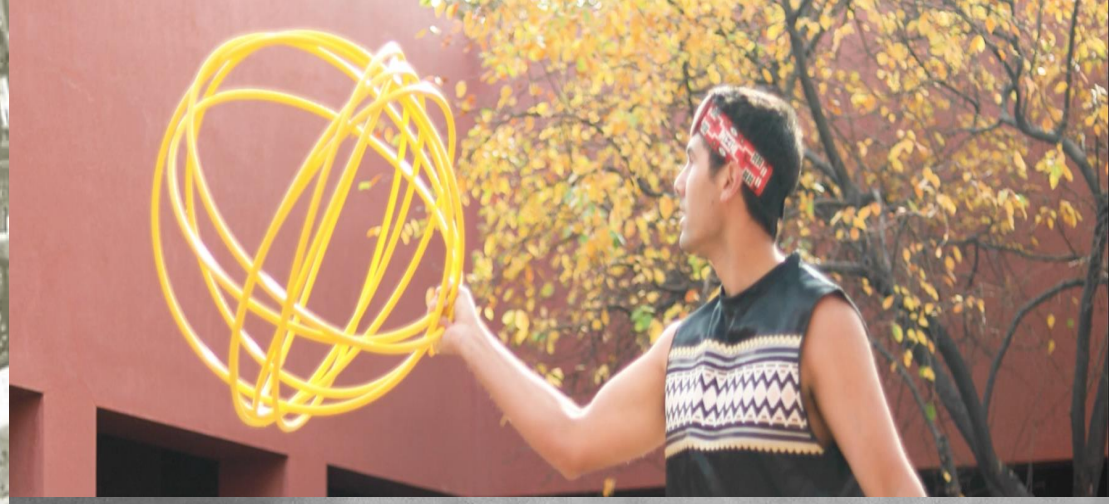
9. **MATTERS FROM THE COMMITTEE**

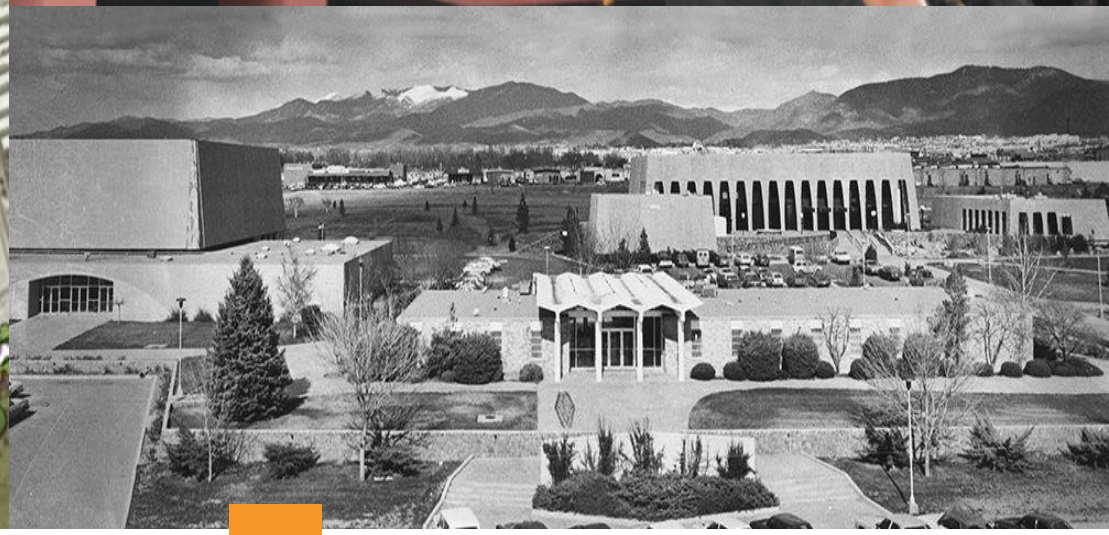
10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, October 31, 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.





Midtown Today:
Current Financial Status

Santa Fe, NM

Midtown Land Development Plans

Finance Committee

October 3, 2022

Revised: October 12, 2022

Looking Back: Why Santa Fe Purchased Midtown

- Midtown Site was purchased as an important community asset
- The goal to maintain this as a community asset has not changed
- What has changed is the potential use of the site for long term community benefits

- In 2009, the City purchased the College of Santa Fe Campus to preserve the historic college campus, and not necessarily as a financial investment.
    - The City used bond financing for a $39 million loan (*approximate*) to purchase and upgrade the site for the previous educational use.
- From 2009 to 2018, Laureate Education Inc, a Baltimore based for-profit entity, made debt payments.
- In 2018, the university closed operations and the City assumed the annual debt payments.

Why Should the City Spend Money on Midtown

- In its current state, the Midtown Site is a highly distressed asset
- Selling the property "as is" would still require significant city subsidy and reduction in land value
- City's early investments increases land value and maintains control of the site to achieve economic and public objectives

Investing in the property has many benefits:

- The public will capture all future increases in land value resulting from city investments
- The city will have direct control over:
  - Land uses
  - Number of new homes, including affordable homes
  - Types of tenants in commercial spaces
  - Open space and public programming
  - Standards for sustainable infrastructure and green development
  - Incorporate arts and culture as a driving force for the future of Midtown

Midtown Finance Committee Series

Today's Agenda:

1. Midtown purchase cost and expenses
2. Current Revenues
3. Property Disposition and Phasing
4. Financial Self-Sufficiency

Series Overview

1. October 3- Midtown Today: The Current Financial Status
2. October 17- Midtown Tomorrow: Costs for Midtown Redevelopment and Future Management
3. October 31- Midtown and the City's Return on Investment (ROI): Public Policy and Community Benefits

Midtown is Incurring Four Types of Expenses

These expenses reflect changing objectives for the Midtown Site after the university closed its doors.

Today's focus:

- **Holding expenses**
- **Pre-development planning expenses**

1. **Property management expenses:** building and landscape maintenance, security, building repairs
2. **Asset management expenses:** leasing, storage, other city uses
3. **Pre-development expenses:** land planning, infrastructure analysis, traffic study, public engagement, land disposition (RFPs), real estate consulting and project management
4. **Capital expenses:** utility and infrastructure trunks, site preparation. (More to be discussed in the series on October 17)

It is Important to Remember that Redeveloping a Distressed Asset Takes Time

- Need to reduce risk to increase value
- Planning is essential to good development

- By taking the lead on rezoning and infrastructure planning, the city has accelerated the development process
- The city is already moving forward with “low-hanging” projects and property disposition
- These actions also increase the city’s property values by reducing risk for future developers

Outstanding Bond Payments

Santa Fe used bond funds to pay for the initial campus purchase and to upgrade several buildings.

Laureate's payments to the city covered bond repayment until SFUAD closed.

The city became responsible for bond payments in 2018.

- **Outstanding Bond Debt:** $21,905,000 as of December 2021
- **Bond Debt Repaid To Date:** $17,095,000 as of December 2021
- **Estimated Bond Repayment Date:** June 1, 2039
- **The bond can be repaid any time without a prepayment penalty**

Midtown Current Operating Expenses FY 2018- FY 2022

- **Operating Expenses – costs of ongoing maintenance, typically recurring**

Expense Category	FY18	FY19	FY20	FY21	FY22*
Bond payment	$1,670,000	$1,670,000	$1,670,000	$1,670,000	$1,670,000
Pre-Development Expenses (Averaged)	$350,640	$350,640	$350,640	$350,640	$350,640
Property and Asset Manag. Expen.					
Contracts	$0	$305,572	$294,104	$354,778	$286,218
Utilities	$0	$505,664	$424,320	$574,708	$475,598
Building Maintenance	$257	$364,233	$1,426,272	$703,749	$1,119,466
Administration	$0	$0	$0	$11,181	$146
Operating Costs Subtotal	$3,922	$1,199,969	$2,144,696	$1,979,412	$2,181,895
Total Expenses	**$2,024,562**	**$3,220,609**	**$4,165,336**	**$4,000,052**	**$4,202,535**

Source: City of Santa Fe, 2022. Strategic Economics, 2022. *FY22 numbers are preliminary

Midtown Revenue FY 2018-FY 2022

Main Revenue Sources

- Film Production Lease Revenues
- Building Lease Revenues

Vary year to year and will change when building and parcel disposition starts

	FY18	FY19	FY20	FY21	FY22
Total Revenue	$58,428	$636,887	$586,364	$966,457	$1,253,766

Source: City of Santa Fe, 2022; Strategic Economics, 2022.

Net Operating Income FY 2018-FY2022

Over the last five years:

- Total Revenues: $3.5M (estimated)
- Total Expenses: $17.6M (estimated)
- Other Expenditures: $1.7M (predevelopment costs)

	FY18	FY19	FY20	FY21	FY22
Revenues	$58,428	$636,887	$58,6364	$96,6457	$1,253,766
Operating Expenses	-$2,024,562	-$3,220,609	-$4,165,336	-$4,000,052	-$4,202,535
Net Operating Income (NOI)	**-$1,966,134**	**-$2,583,722**	**-$3,578,972**	**-$3,033,595**	**-$2,948,749**

Source: City of Santa Fe, 2022; Strategic Economics, 2022.

Predevelopment Planning Costs FY 2018 to FY 2022

Two categories of costs:

1. Land Use Zoning and Planning
2. Site Preparation and Disposition

This includes consultants for land use planning and development as well as public engagement.

These costs are necessary to reduce risk for developers and enhance the property's land value

Midtown Consultants	Contract Amount
Strategic Economics, W-ZHA LLC, Opticos Design, Toole Design, and Sherwood Engineers	$983,695
Opticos Design Add-On	$20,000
PK Relations	$49,105
Proyecto	$290,937
Wilson & Co.	$259,254
Holland & Hart	$54,960
Midtown Engagement Partners	$40,251
University of New Mexico Design and Planning Assistance Center	$55,000
Total Consultant Budget	**$1,753,201**

Avoided Expenses to the City

The City uses certain spaces, "rent-free", at the Midtown Site for various city purposes.

Meaning, the City saves approximately $400,000 per year because of spaces at the Midtown Site.

Building	Use	Square Feet	Units in Use	Estimated Cost Per SF (Annual)	Estimated Cost Per Unit	Estimated Annual Savings
Mouton Hall	City Administration - IT	8,800	N/A	$22	N/A	$193,600
Student Housing Buildings A/B	Shelter for Displaced Residents from Railyard Flats	15,000	3	N/A	$850	$30,600
Administration Building	City Administration - Fire Dept and Emergency Management	8,680	N/A	$22	N/A	$190,960
Total Annual Cost Savings						**$415,160**

Source: City of Santa Fe, 2022; Strategic Economics, 2022.

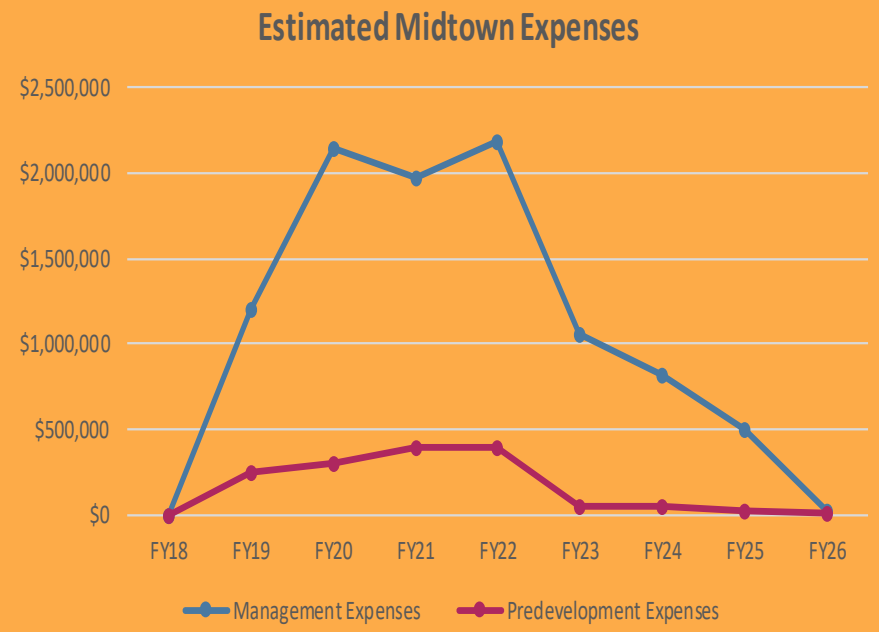
Midtown Will Continue to Incur Expenses for Several Years

The city will continue to pay expenses for Midtown until all property is sold or leased.

Predevelopment and planning expenses will decrease but continue until the capital improvements are complete.

Infrastructure construction expenses will be variable depending on market conditions and property disposition. (October 17th)

After 2026 revenue from land sales should cover most if not all management costs.



When and How Will Midtown "Pay for itself"

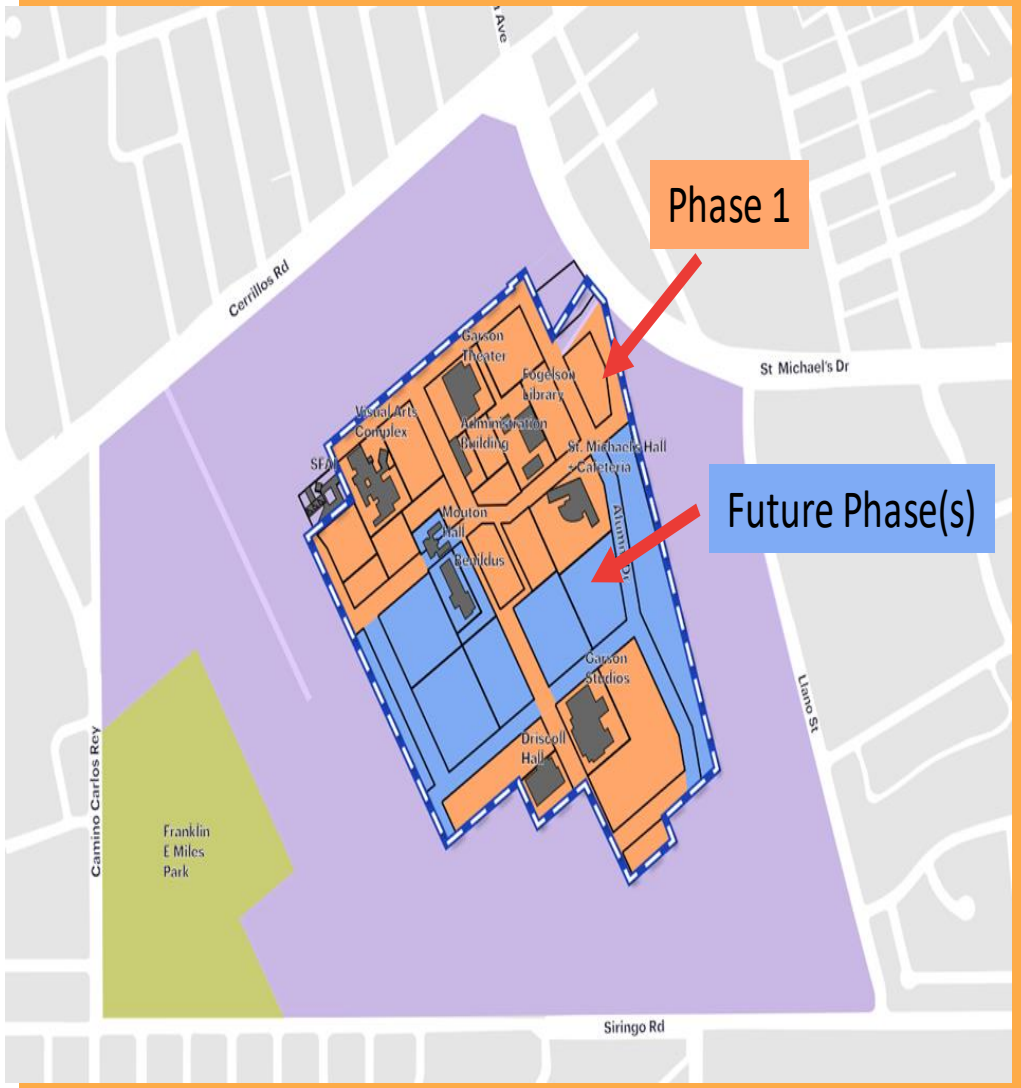
- **Revenues to reimburse and pay for ongoing property management, capital, and development management expenses will come from multiple sources.**
- **The balance between revenues and expenses will fluctuate over time, with a strategy to increase revenues moving forward.**
- **Primary revenue sources are:**

a. Leases
b. Citywide Gross Receipts taxes
c. Land Sales Developer Reimbursements

Cost/Funding Source	City General Funds	ICIT and Other Gov Funds	Bonds (GRT or GO)	Developer Reimbursement	Leases and Avoided Expenses	Land Sales
Management	X	X	X		X	X
Predevelopment	X	X			X	X
Capital	X	X	X	X	X	X

Final Return on the City's Investment Will Come from Property Disposition

- The City will start disposing of (selling or leasing) Phase 1 land and buildings in 2022 and 2023.
- 2022 Dispositions:
  - Visual Arts Center
  - Performing Arts Center
  - Production Lot Studio
- 2023 Dispositions
  - New Affordable Housing Development Parcel(s)
  - Mixed-Use Residential Development Parcel(s)

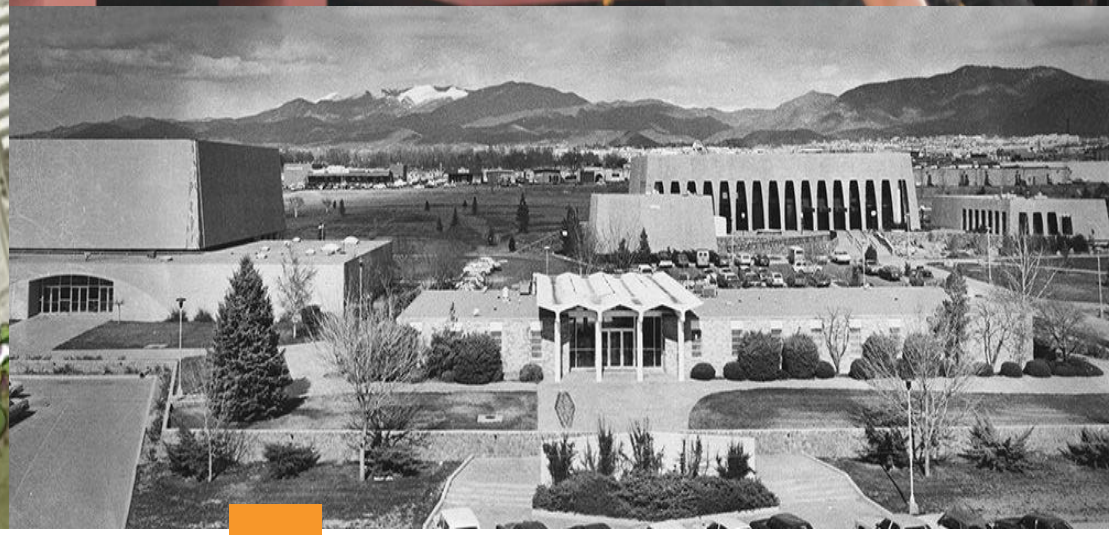


Upcoming Presentations

Two more information sessions

Series Overview

1. **October 3- Midtown Today: The Current Financial Status**
2. **October 17- Midtown Tomorrow: Costs for Midtown Redevelopment and Management**
3. **October 31- Midtown and the City's Return on Investment (ROI): Public Policy and Community Benefits**



Midtown Tomorrow: Costs for Midtown Redevelopment and Management October 17, 2022

Santa Fe, NM

Midtown Master Plan

Finance Committee

Revised October 17, 2022

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

Midtown Finance Committee Series

Today's Agenda:

1. Capital Improvements and Public Infrastructure Needs
2. Sources of Funding for Capital Projects
3. Future Operations and Maintenance of Midtown

Series Overview

1. October 3- Midtown Today: The Current Financial Status
2. October 17- Midtown Tomorrow: Costs for Midtown Redevelopment and Management
3. October 31- Midtown and the City's Return on Investment (ROI): Public Policy and Community Benefits

How Was Infrastructure Incorporated into the Midtown Master Plan?

- Existing water, sanitary sewer, access points to the Midtown Site and existing buildings to be retained informed the Plan's basic street and block structure.
- The electrical system will be rebuilt.
- Parks and plaza locations were developed as part of the plan.

Infrastructure Assessment by Asset

Most infrastructure improvements will be made as the roads get built. This includes:

- Water
- Sanitary sewer
- Storm water
- Fiber optic cable

Asset	Owner	Existing Condition
Water	Santa Fe Public Utility	Good, needs realignment in some locations
Sanitary Sewer	Santa Fe Public Utility	Fair, needs some near-term improvements
Streets/Storm Water	City	Fair but incomplete, will be rebuilt including storm water improvements
Plazas and Parks	City	To be built
Fiber Optic	City	Good, easy to update with tech. changes
Electrical	Public Service Company of New Mexico	Fair, will require long-term reconstruction

Infrastructure Construction Will Happen in Phases As Development Occurs

Phase 1:

- Reuse of existing building and infrastructure
- Affordable housing

Phase 2:

- New construction

Phase 2 may be broken into multiple phases

Phase 1

Phase 2

What Will New Infrastructure Cost and When Would it be Built?

General Phasing Approach:

- Costs will be phased over time
- Phase 1 infrastructure costs are likely to start in FY 2023-2024
- Phase 1 will likely last for up to five years
- Phase 2 start will depend on market conditions and performance of Phase 1

Very Preliminary Cost Estimates
This is not an infrastructure plan

Figure 1: Preliminary Midtown Infrastructure Costs by Phase

Asset	Phase							
	Phase 1		Phase 2		Phase 3		Total	
Water	$ 585,000		$ 235,000		N/A		$ 820,000	
Sanitary Sewer	$ 763,000		$ 343,000		N/A		$ 1,106,000	
Roads	$ 17,700,000		$ 3,519,000				$ 21,219,000	
Civic Parks and Open Space			$ 2,600,000					
Parking Garage					TBD			
Electrical	$ 350,000		TBD		TBD		N/A	
Total	$ 19,398,000		$ 6,697,000		$ -		$ 23,145,000	

Sources: Wilson Enginering, City of Santa Fe, Opticos, Strategic Economics, October 2022

What Funding/Financing Sources Can be Used to Pay for Infrastructure?

A combination of funding/financing sources will be required.

The City may have to pay some costs upfront and be reimbursed from developer contributions over time.

Figure 2: Midtown Infrastructure Funding and Financing Sources

Asset	Funding/Financing Source					
	General Fund	Federal Grants/State Legislative Funding	Bonds	Developer Contributions	Impact Fees	Land Sales
Water		X	X	X		X
Sanitary Sewer		X	X	X		X
Roads	X	X	X			X
Civic Parks and Open Space	X	X	X		X	X
Parking Garage	X		X			X
Electrical		X	X	X		

Source: City of Santa Fe, Strategic Economics, October 2022.

Who Will Manage Infrastructure Construction?

Primary street will be built and maintained by the city.

Other streets will be built and maintained by private property owners.

Asset	Entity Responsible for Construction
Water	Public Utility & Developers
Sanitary Sewer	Public Utility & Developers
Streets/Storm Water	Public Works Department & Developers
Plazas and Parks	Public Works & Developers
Electrical	Public Service Company of New Mexico & Developers

How Will Santa Fe Pay for Ongoing Operations and Maintenance of Public Infrastructure?

Multiple revenue sources could be used to pay for future operations and maintenance.

Funding Source	Description
Public Improvement District	Special area or district tax
Property Tax Increment	A portion of future property taxes generated by Midtown could be set aside to pay for Midtown operating costs in conjunction with Metropolitan Redevelopment Area
Storm Water Fee	For arroyo on the Midtown site (to be confirmed)
New General Fund Tax Revenues	Over time, Midtown will create additional property and gross receipts tax revenues for the General Fund
Other sources to be explored later	TBD

Funding and Financing Implementation

Implementing the Midtown Master Plan could take 10-15 years

Funding and Financing will happen incrementally, strategically, and with full public transparency

- The Economic Development Department will continue to oversee Plan implementation in response to market cycles and funding availability
- The Public Works Department and Public Utility will continue to manage the capital improvement/construction process
- The Governing Body will make all final decisions regarding property disposition, funding and financing, and future development
- If a Metropolitan Redevelopment Agency (MRA) is formed, the MRA could manage the operations and maintenance at Midtown using revenue from various sources as previously discussed

Next Steps

Series Overview

1. October 3- Midtown Today: The Current Financial Status
2. October 17- Midtown Tomorrow: Costs for Midtown Redevelopment and Management
3. October 31- Midtown and the City's Return on Investment (ROI): Public Policy and Community Benefits

City of Santa Fe

Audit Preparation & Financial Close Assessment

Pinon Ventures LLC

Assessment as of: June 30, 2022

Project Scope

Pinon Ventures reviewed the systems, process and structure involved in the financial close and annual audit preparation process.

- Reviewed the various software applications for strengths and weaknesses contributing to the close process and annual audit preparation process.
- Reviewed the City's overall management of financial functions complying with close process and annual audit preparation process in each Department.
- Reviewed job descriptions for key City Staff (Department Directors, Department financial staff, etc.) to review roles and responsibilities related to the close process and annual audit preparation process

Important to Note: The scope of this review did not perform any detailed testing. These are only Observations as part of the Year End Financial Statement Audit.

About Me

35 years of private & public sector experience - from start-ups to global, publicly traded companies and Big 4 consulting:

- City of Santa Fe – Audit Committee Chair, January 2019 through December 2021.
- City of Minneapolis – Mayor's Appointee, Vice Chair Audit Committee, and Committee Founding Member, January 2009 though December 2013. DFL Mayoral Candidate 2013.
- AverQ, Inc. – Chief Revenue Officer and Owner – Silicon Valley governance & risk software (SaaS) company.
- Resources Connection, Inc. – Managing Director, Resources Audit Solutions (GRC and Internal Audit Consulting).
- Deloitte LLP – Senior Manager, Enterprise Risk Services – Internal Audit Practice.
- Cargill, Inc. – Worldwide Audit Director: Asia Pacific (Singapore), North America (Minneapolis), and Worldwide Fraud & Forensics Director (Minneapolis)
- National expert in the Governance Risk & Compliance (GRC) market–Senior Council Member for the Gerson Lehrman Group in NYC. Consult with their hedge fund and venture capital clients on the GRC market outlook.
- Visionary leader who also served as a Corporate Counsel Member to The White House Project in NYC.
- Education: Drake University, B.S.B.A. Accounting Major, 1987

Executive Summary: Issues Inherited

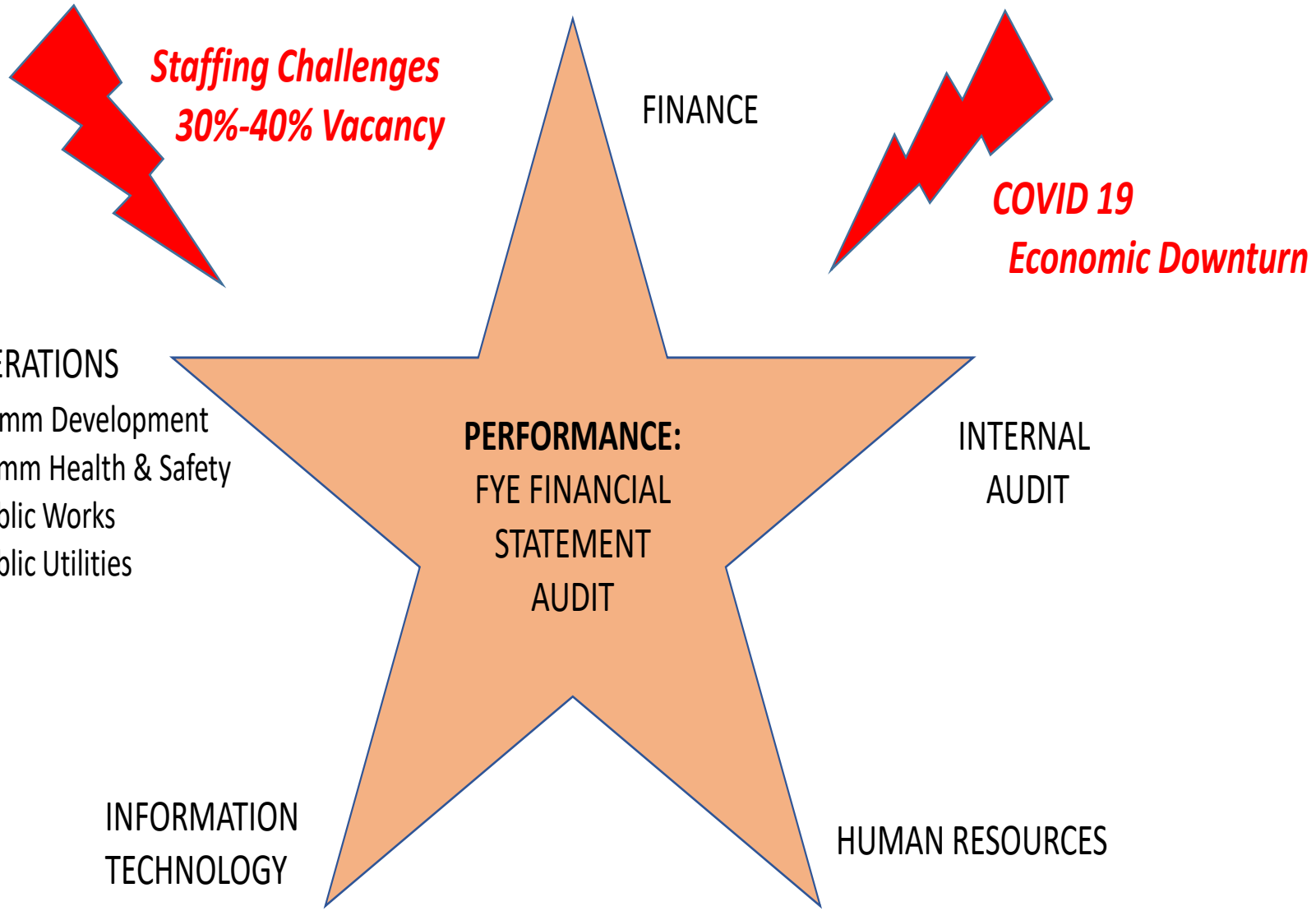
September 2017:

McHard Accounting – Fraud Risk Assessment - 3 main problem areas:

- Failure of Internal Audit Function
- Failure of External Audit Function
- Internal Controls – lack of internal controls and antiquated accounting system, lack of control over system access rights, lack of financial and other written policies, and lack of training for employees.

Financial Statement Audit – *Qualified, Adverse Opinion* – CliftonLarsonAllen's (CLA) first year as the external auditor.

Executive Summary:
External Challenges 2018 through 2022



Presented by: Pinon Ventures LLC, June 2022

Executive Summary: The Journey

Fiscal Year 2018:

Mayor Webber took office – since his time in office, the City has been working on systematic improvements that make its financial accounting and operations more professional, more transparent, more modern, and more accurate.

There are have been improvements in Internal Controls, Internal Audits, and the Financial Statement Audits.

Financial Statement Audit – <u>Unmodified Clean Opinion</u>, performed by CliftonLarsonAllen (CLA).

Executive Summary: The Journey

Fiscal Year 2019

- First year as Audit Committee Chair
- REDW Selected as Internal Audit Provider, Fall of 2019
- Internal Audits completed:
  - Procurement
  - Accounts Payable

Financial Statement Audit - <u>Unmodified Clean Audit Opinion</u>, performed by CliftonLarsonAllen.

Presented by: Pinon Ventures LLC, June 2022

Executive Summary: The Journey

Fiscal Year 2020:

- Internal Audits performed:
  - Leases
  - Lease Accounting (GASB 87)

- **Financial Statement Audit - <u>Unmodified Clean Audit Opinion</u>, performed by CliftonLarsonAllen.**

Presented by: Pinon Ventures LLC, June 2022

Executive Summary: The Journey

Fiscal Year 2021:

Financial Statement Audit – The audit is underway as of October 3rd.

Internal Audits completed:

- Public Utilities & Utility Billing
- Police Evidence Room

Executive Summary: Financial Condition

This is more of a system issue, that creates an accounting challenge.

Despite late audits, the City's financial condition has been strong, and remains strong.

- Net Positive Position for the FY21 Fiscal Year ($13.5 Million+) and a net positive status for FY22.
- Have obtained an Unmodified, Clean Audit Opinion for the FY2018, FY2019, and FY2020 fiscal years.
- Have excellent ratings – Fitch and S&P affirmed the City's AA+/AA Rating

Strong Budget Management, Proactive Fiscal Management

Executive Summary: Lessons Learned

Don't make the Financial Statement Audit "Political"

As your former Audit Committee Chair (Independent Volunteer), I caution everyone from doing this, and honestly, it needs to stop.

It's not productive and it creates a narrative that just isn't true.

Executive Summary: Moving Forward

- More work remains to be done to improve the capabilities of both the Finance and IT Departments.
- The upcoming Tyler Munis Upgrade (January 2023) and the implementation/activation of several modules will benefit the city and should enable a timely audit in the future.
- Additional staffing and ongoing training will also contribute to a timely financial statement audit.

Detail Observations & Recommendations: As of June 30, 2022

Status: As of September 30, 2022

Presented by: Pinon Ventures LLC, June 2022

Manual Processes

Observation #1: There are several manual processes that are supplemental to using the Tyler Munis system. This creates additional accounting and reconciliation work during the Annual Financial Statement Audit, and exposes the city to potential errors, incomplete data, and weak internal controls.

Some examples:

- Cash transactions (disbursements and receipts) are not recorded timely in the system. Receipts are still being recorded in the old E1 System and various other systems across the city that capture receipts, i.e. – Parking, Utilities, etc. The manual process around Cash is a challenge.
- P-Card transactions are not reviewed timely and difficult to reconcile since these transactions are manual and not integrated with Munis.

Manual Processes

Recommendation: The issues around the Tyler Munis system need to be addressed as part of the upgrade this Fall. The IT Department needs to involve Finance to ensure any manual processes surrounding the system can be done automatically in the system.

Status as of Sept 30, 2022: As part of the Munis Upgrade, the IT Department will identify SOPs for critical and non-critical processes. This will be done in conjunction with Finance.

Regarding P-Cards, as of Sept 1st, the use of P-Cards were suspended, except those utilized by Emergency Services Departments (Police, Fire, Emergency Management).

Grants – Project Ledger

Observation #2: Tyler Munis Project Ledger is not fully adopted or used consistently citywide. Millions of dollars of federal funds are tracked on excel spreadsheets and this makes the annual Single Audit (SEFA – Schedule of Expenditures of Federal Awards) challenging and exposes the city to errors and compliance issues. If the City overspends (as well as underspends), it's very difficult to know on a timely basis.

Recommendation: Tyler Munis Project Ledger needs to be used consistently and employees need to be held accountable for the adoption and compliance, so Grants can be tracked in the system accurately and manual processes eliminated.

Status as of Sept 30, 2022: Current training has started on the new Project Ledger. Additional training, post Munis Upgrade, will help improve how Grants are tracked in Munis. The recent addition of a Grants Manager (Finance Department), will also drive overall compliance. Management will review the various excel spreadsheets and work to ensure the system is used consistently.

Policies & Procedures

Observation #3: Citywide, critical policies and procedures are not fully documented since Tyler Munis was implemented in 2019-2020.

Recommendation: This needs to be a priority after the system upgrade in FY23. The Internal Audit function can be a great resource in assisting. In the past, they have completed several internal audits addressing policies and procedures.

Status as of Sept 30, 2022: Management has decided to re-class a vacant position in order to create a new position, called "Compliance Officer/Manager". This position will be driving the documentation of critical policies and procedures.

Month End Close Process

Observation #4: A month end close process does not exist and this adds to the complexities and challenges during the annual Financial Statement Audit.

Account reconciliations are not consistent or done in a timely manner. This is mostly due to system limitations, training, and shortage of staff.

Job descriptions are detailed, but they do not include specific Month End Close tasks and timelines.

Recommendation: The City needs to implement their planned month end close process (10 Step Best Practice). This will ensure the accounts are reconciled on a timely basis.

The Finance Director should provide detailed tasks for key job descriptions, and the Department Directors should ensure employees are held accountable for those tasks.

The Finance Director should work with the City Manager to ensure each Department is held accountable for their role in the month-end close process. They should establish a team of SME (subject matter experts) around the close process so the departments can leverage best practices.

Month End Close Process

Status as of Sept 30, 2022: The Finance Department confirmed that they are at the "Soft Close" process. Confidence in the 10 Step Close Process is growing, but we are not yet at the level that can support the "Hard Close" stage. Finance will continue to work closely with Department staff to complete required reconciliations. The Department Director certification step has not been implemented yet.

All Departments Staff:

1. Record daily operational financial transactions
2. Reconcile accounting system modules and subsidiary ledgers
3. Review revenue and expense accounts
4. Record monthly journal entries
5. Department Certification of Financial Close

Finance Department Staff:

6. Management review of transactional data
7. Reconcile balance sheet accounts
8. Close accounting system for the month
9. Produce Draft Interim Unaudited Financial Statements
10. Final Review and Certification of Interim Financial Statements

Presented by: Pinon Ventures LLC, June 2022

System Inventory

Observation #5: A citywide inventory of all of the critical software systems does not exist. This is a high risk when it comes to technical support, who is responsible for support, ongoing maintenance, overall cost, upgrades, and potential expirations.

Recommendation: This needs to be a priority for FY23 to ensure any systems affecting the Financial Statement Audit are addressed.

Status as of Sept 30, 2022: There is now a list of software applications.

Software Purchases

Observation #6: Citywide, Departments can purchase software or various apps without approval of the ITT Department. This practice makes it difficult for the ITT Department to support or even know what's going on. This also makes it difficult for Finance to reconcile on a monthly basis or to prepare for the year end audit.

Recommendation: A policy needs to be in place to ensure software needs are evaluated and approved by the ITT Department.

Status as of Sept 30, 2022: A policy has recently been put in place to ensure IT signs-off on software purchases as part of the Procurement Checklist.

System Integrations

Observation #7: A number of critical systems operate without an interface to the Tyler Munis system. This creates a lot of manual reconciliation work and the risk of error is high when it comes to the annual financial statement audit.

Some examples:

- A new Utility Billing System was approved on March 31, 2021, however it's not fully implemented. This new system needs to be integrated with Tyler Munis so the data for the financial statement audit can be reconciled on a timely basis.
- The KRONOS system for timekeeping (payroll), is also not integrated with Tyler Munis. This creates a lot of additional manual reconciliation work and opens up the city to potential wage lawsuits and risks.
- There are several systems used for Parking, of which, none are integrated to Munis.

Recommendation: This needs to be a priority after the upgrade. They City needs to determine which systems can be integrated and a detailed plan needs to be in place.

Status as of Sept 30, 2022: Management will review the various systems and determine priority for interfaces after the upgrade.

Tyler Munis Adoption

Observation #8: Tyler Munis is not 100% implemented or adopted citywide. Given the amount of the investment, the City is not leveraging the full benefits of the ERP system.

Some examples:

- Project Ledger is not being used consistently. Millions of dollars of capital projects (funding and expenditures) are tracked on excel spreadsheets and the compliance risk is very high. This creates extra work during the Annual Financial Statement Audit and the Single Audit of the SEFA (Schedule of Expenditures of Federal Awards).
- The Accounts Receivable Module is not installed.
- The Capital Assets Module is installed, but not being used. Millions of dollars are tracked manually. There are over 350,000 transactions that have to be mined manually in order to reconcile and properly record Capital Assets for the annual financial statement audit.

Tyler Munis Adoption

Recommendation: The City needs to evaluate the Tyler Munis investment and ensure they are maximizing the *full* benefit. Adoption and implementation needs to be a top priority for the City.

Status as of Sept 30, 2022: Some of the modules have not been implemented/activated by choice. Management will review various modules and determine which ones will be implemented right after the upgrade. For instance, Capital Assets --this module is out-of-scope for the upgrade. This work will be identified as one of the needs to be prioritized post-upgrade.

Presented by: Pinon Ventures LLC, June 2022

Tyler Munis Cash

Observation #9: Cash transactions are not correctly mapped in the Tyler Munis system. When the system was installed, these transactions were aggregated, so the process of reconciling cash is challenging because of the multiple bank accounts.

Also, cash receipts are still in the old E1 system, which doesn't integrate with Tyler Munis.

Tyler Munis has a feature to reconcile cash in the system (daily), but this can't be used because of the way it was installed. This is a critical issue that needs to be addressed. If not, the FY24 audit is at risk of delay due to the complexity to reconcile Cash.

In response to the cash reconciliation challenges, the Finance Department approved a contract with Ciber Pathways on March 15, 2022 to fix the issue. The main goal was to perform an analysis of the Accounts Payable & General Ledger module configuration. Per the scope of work, Ciber Pathways was to propose appropriate solutions to fix the issue and implement as of July 1, 2022.

However, this contract was never executed by the Finance Department and the challenges surrounding the cash mapping are still a critical issue.

Tyler Munis Cash

Recommendation: The Finance Department needs to make this a priority and fix the cash mapping issue right after the upgrade.

Status as of Sept 30, 2022: The Ciber Pathways contract addressing the cash mapping issue was put on hold when the decision was made to upgrade Munis "like to like". The work will be identified as one of the needs to be prioritized post-upgrade.

Tyler Munis Upgrade

Observation #10: The Tyler Munis upgrade from Version 2011.3 to 2019.1 is mission critical, since it will not only affect the Financial Statement Audit, but also the City's ability to process Payroll, HR/Hiring, and anything related to Vendors/Payments.

On April 29, 2022, Ciber Pathways was awarded a Sole Source contract to provide Munis Upgrade Support, in the amount of $1,517,257. During my detailed review of the Sole Source Contract, I noted that the contract included $203,330 for ongoing Payroll Module Support work.

This is actually the current support work that has been done for the past two years. This should not have been included in this Upgrade Scope of Work, and if still needed, it should have been a totally separate contract.

Tyler Munis Upgrade

Recommendation: The Finance Director should review the Payroll Module Support scope of work and investigate whether or not this is still needed after the upgrade. This will ensure that the City isn't being charged for unnecessary work that the upgrade addresses.

Status as of Sept 30, 2022: The Finance Director agrees that the need for the ongoing Payroll Module Support will be re-evaluated after the upgrade.

Tyler Munis Training

Observation#11: Tyler Munis training needs to be scheduled when it makes sense. "Just in time" Tyler Munis training needs to be a priority. Most of the issues related to current adoption go back to inadequate or lack of training when needed. This is going to be a huge challenge with the upcoming Tyler MUNIS Upgrade from Version 2011.3 to 2019.1

Recommendation: A "just in time" training program needs to be developed.

Status as of Sept 30, 2022: Citywide, Munis training for the upgrade is underway in three phases. At the request of the Finance Director, training is being recorded so it can be available on-demand in the future.

- Phase 1 – Peer Trainers, conducted September 1 – September 30th
- Phase 2 – Super Users, conducted October 1st – October 30th
- Phase 3 – Department Users, conducted October 1st – October 30th

Presented by: Pinon Ventures LLC, June 2022

Summary

Top 5 - suggested order of importance to ensure a timely Financial Statement Audit:

1. Cash Mapping Issue – this is a top priority and needs to be addressed right after the upgrade.
2. Cash Receipts – All cash receipts need to be moved from the old E1 system to Munis right after the upgrade.
3. Cashiers Office – conduct an Internal Audit after the Munis upgrade to ensure proper internal controls.
4. Munis Project Ledger – ensure consistent use and linking the proper accounting to the General Ledger, and continue to train staff so Grants can be managed through the system consistently.
5. Month-End Close – implement the 10 Step Best Practice.

In closing…

Thank you again for the opportunity to serve The City Different. Even though this assessment is designed to highlight the challenges and opportunities, there are many positive things and hard-working staff who are committed to the City.

Thank you!

Stephanie Woodruff

Founder

Pinon Ventures LLC

Presented by: Pinon Ventures LLC, June 2022

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
OCTOBER 03, 2022
5:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

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

1. **CALL TO ORDER**

Meeting started at 5:03 p.m.

2. **ROLL CALL**

Members Present:
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Chris Rivera

Members Excused:
None

Others Attending:

Carolynn Roibal, Administrative Manager
Emily Oster, Finance Director

3. **APPROVAL OF AGENDA**

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the agenda as amended to withdraw item L and reschedule it for the 10/17/2022 Finance Committee Meeting.

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

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

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the consent agenda as amended. Items c, h, i were pulled for discussion.

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

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

Against: None

Abstain: None

Item L was removed from the agenda and tabled until October 17th for Finance.

5. **ACTION ITEMS: CONSENT**

a. Request for Approval of the September 19, 2022 Finance Committee

Minutes (Carolynn Roibal, Administrative Manager, 505-955-6531).

Committee Review:
Finance Committee: 10/3/2022

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

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

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

Against: None

Abstain: None

b. Request for Approval of General Services Contract with Travers Mechanical for Refrigeration and Mechanical Services for the Ice Arena at Genoveva Chavez Community Center in the Amount of $245,000, Expiring on June 30, 2026. (Tom Miller, Ice Arena Manager, temiller@santafenm.gov, 505-955-4031).

Committee Review:
Quality of Life: 09/21/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

c. Request for Approval of Lease Agreement Between the City of Santa Fe and Presbyterian Medical Services, Inc. for 1121 Alto Street, Santa Fe, NM, Located on the City's Bicentennial Alto Park Property. (Terry J. Lease, Asset Development Manager, tjlease@santafenm.gov, 505-629-2206)

Committee Review:
Finance Committee: 10/03/22
Quality Life Committee: 10/05/22
Public Works and Utilities Committee: 10/11/22
Economic Development Advisory Committee: 10/12/22
Governing Body: 10/26/22

Councilor Lindell requested additional supporting information for the packet from Staff

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the lease as presented on discussion.

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

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

Against: None

Abstain: None

d. Request for Approval of Real Estate Donation Agreement to Convey the Property Located at 635 Alto Street from the City to Habitat for Humanity for the Purposes of Developing Five (5) Low-Priced Dwelling Units for Sale to Income-Qualified Homebuyers. (Alexandra Ladd, Office of Affordable Housing, Director: agladd@santafenm.gov; and Terry Lease, Office of Economic Development, Asset Development Manager: tjlease@santafenm.gov, 505-629-2206)

Committee Review:

Public Works & Utility Committee: 09/26/2022
Finance Committee: 10/03/2022
Quality of Life Committee: 10/05/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

e. Request for Approval of a Budget Adjustment Resolution (BAR) to Move $95,622 from FY22 GRT in Excess of Budget to FY23 Public Works Complete Streets Supplies to Fund the Banner Brackets Being Installed on St. Francis Drive & Cerrillos Road. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 505-955-6622 and Andy J Hopkins, Budget Officer: ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:
Public Works & Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

MOTION: Councilor Lindell 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 Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Rivera

Against: None

Abstain: None

f. Request for Approval of Amendment No.1 to the Professional Service Agreement Item #19-0749 with Weston Solutions Inc., in the Amount of $500,000 Excluding NMGRT for On-Call Professional Design Services for Public Works Department. (Romella Glorioso-Moss, PW Capital Projects Manager: rsglorioso-moss@santafenm.gov, 505-955-6623)

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

g. Request Approval of a Budget Adjustment Resolution (BAR) to Transfer $367,003 of Roads Impact Fees to Supplement NMDOT Funding to Design Bishop's Lodge Road Reconstruction Project. (Romella Glorioso-Moss, Public Works Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623).

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

MOTION: Councilor Lindell 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 Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Rivera

Against: None

Abstain: None

h. Request for Approval of Amendment No.1 to Contract #21-0322 with Mountain River Consulting Inc., for Utility Billing in the Amount of $900,000 for Year Two (2) of its Four (4) Year Contract. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee (Denied): 10/03/2022
Governing Body: 10/12/2022

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to approve the contract amendment as presented on discussion. Motion to approve the Amendment denied.

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

For: Councilor Romero-Wirth, Councilor Rivera

Against: Councilor Villarreal, Councilor Lindell, Councilor Cassutt

Abstain: None

i. Request for Approval of a Termination Agreement with Descartes Labs, Inc. and Associated Local Economic Development Act Funding Claw Back. (Casey Dalbor, Business Growth Manager:

cjdalbor@santafenm.gov, 505-955-6912; Andréa Salazar, Assistant City Attorney: asalazar@santafenm.gov, 505-955-6303 and Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 505-955-6625)

Committee Review
Finance Committee: 10/03/2022
Quality of Life: 10/05/2022
Economic Development Advisory Committee: 10/12/2022
Governing Body: 10/12/2022

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Termination Agreement as presented on discussion.

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

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

Against: None

Abstain: None

j. Request for Approval of Local Government Road Fund Cooperative Agreement in the Total Amount of $73,599 for the Planning, Design, Construction and Pavement Rehabilitation of Buckman Road; New Mexico Department of Transportation. (Romella Glorioso-Moss, Public Works Project Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $55,199 for Engineering Design of Buckman Road Bicycle and Pedestrian Improvements Project Under Org/Obj: 3559980.572960.

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022

Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

k. Request for Approval of Service Agreement with B&D Industries, Inc., for Installation of Ultra-Violet C Emitters in Various City Buildings in the total Amount of $482,028.51. (Caryn Grosse, Project Administrator: clgrosse@santafenm.gov, 505-955-5938)

Committee Review:
Finance Committee: 10/03/2022
Public Works and Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

l. Request for Approval of a Transportation Project Fund Grant Agreement in the Total Amount of $1,000,000 for the Engineering Design of the

Arroyo de Los Chamisos Crossing Project Identified as Control # HW2LP50039; New Mexico Department of Transportation, (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $950,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing

Committee Review:
Finance Committee: 10/03/2022 (postponed)
Public Works & Utilities Committee: 10/11/2022
Finance Committee: 10/17/2022
Governing Body: 10/26/2022

Item L was removed from the agenda and will be rescheduled on the 10/17 Finance Committee agenda to coincide with the Resolution

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to postpone the contract until the October 17th Finance Committee to be heard along with the related Resolution.

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

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

Against: None

Abstain: None

m. Request for Approval of Change Order No. 5 to Construction/Engineering Contract Item #20-0251 with RMCI to Assist Construct the Aeration System Improvement in the Total Amount of $9,640.44 Including NMGRT. (Paul F. Heerbrandt, WWMD Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $9,640.44 to Fund Change Order No.5.

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

n. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension to a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation Identified as Control Number L500444 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 1 to the Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853C-Agua Fria and South Meadows Rd. Intersection Improvements Project to Extend the Agreement Term to December 31, 2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced) : 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022

Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

o. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension for a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation, Identified as Control Number L500306, for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 3 to a Local Government Road Fund Cooperative Agreement, Item 18-1060 (Munis Contract #3201396) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853X-Agua Fria and South Meadows Road Intersection Improvements Project to Extend the Agreement Term Only to December 31,2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced): 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

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

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

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

Against: None

Abstain: None

6. **PRESENTATION**

a. FY21 Audit Update (Emily Oster, Finance Director, 505-629-3411, ekoster@santafenm.gov; Ricky Bejarano, Chief Accounting Officer, rabejarano@santafenm.gov; 505-629-6988).

Chief Accounting Officer, Ricky Bejarano, presented an update on the FY 21 Audit. Audit Entrance Conferences to begin on October 6, 2022.

b. Midtown Moving Forward - Economics of Land Development at Midtown Presentation Series (three parts): "Part 1: Midtown Today: The Current Financial Status"; (Rich Brown, Office of Economic Development Director, 505-955-6625, rdbrown@santafenm.gov; Dena Belzer, Principal, Strategic Economics, Midtown Land Economics Consultant, dbelzer@strategiceconomics.com).

Director Rich Brown and Dena Belzer, Principal with Strategic Economics gave a presentation on the current financial status, part 1 of Midtown today.

Finance Councilors asked for a staff corrected, updated PowerPoint to be uploaded to the next Finance Committee agenda, published and emailed it to all the Councilors.

Councilor Garcia requested Staff provide a disposal plan of property at Midtown.

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: October 17 2022**

11. **ADJOURN**

Meeting adjourned 8:15 p.m.

_____ _____

Liaison Chair

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of the September 19, 2022 Finance Committee Minutes (Carolynn Roibal, Administrative Manager, 505-955-6531).

Committee Review:

Finance Committee: 10/3/2022

Item Type - minutes

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15924

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

VOTE SUMMARY

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 09/21/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of General Services Contract with Travers Mechanical Using ITB # 22/43/B for Refrigeration and Mechanical Services for the Ice Arena at GCCC in the Amount of $245,000 (Expiring on June 30, 2026). (Tom Miller, Ice Arena Manager: temiller@santafenm.gov, (505-955-4031)

Committee Review:
Quality of Life: 09/21/22
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15820

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of General Services Contract with Travers Mechanical Using ITB # 22/43/B for Refrigeration and Mechanical Services for the Ice Arena at GCCC in the Amount of $245,000, Expiring on June 30, 2026. (Tom Miller, Ice Arena Manager, temiller@santafenm.gov, 505-955-4031).

Committee Review:
Quality of Life: 09/21/22
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15820

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Lease Agreement Between the City of Santa Fe and Presbyterian Medical Services, Inc. for 1121 Alto Street, Santa Fe, NM, Located on the City's Bicentennial Alto Park Property. (Terry J. Lease, Asset Development Manager, tjlease@santafenm.gov, 505-629-2206)

Committee Review:
Finance Committee: 10/03/22
Quality Life Committee: 10/05/22
Public Works and Utilities Committee: 10/11/22
Economic Development Advisory Committee: 10/12/22
Governing Body: 10/26/22

Item Type - lease

Item Owner - Terry Lease

Item Sponsor -

Item Tracking Number - 22-15912

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 10/05/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Lease Agreement Between the City of Santa Fe and Presbyterian Medical Services, Inc. for 1121 Alto Street, Santa Fe, NM, Located on the City's Bicentennial Alto Park Property. (Terry J. Lease, Asset Development Manager, tjlease@santafenm.gov, 505-629-2206)

Committee Review:
Finance Committee: 10/03/22
Quality Life Committee: 10/05/22
Public Works and Utilities Committee: 10/11/22
Economic Development Advisory Committee: 10/12/22
Governing Body: 10/26/22

Item Type - lease

Item Owner - Terry Lease

Item Sponsor -

Item Tracking Number - 22-15912

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Amanda Chavez

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of Real Estate Donation Agreement to Convey the Property Located at 635 Alto Street from the City to Habitat for Humanity for the Purposes of Developing Five (5) Low-Priced Dwelling Units (LPDU) for Sale to Income-Qualified Homebuyers; (Alexandra Ladd, Office of Affordable Housing, Director: agladd@santafenm.gov; and Terry Lease, Office of Economic Development, Asset Development Manager: tjlease@santafenm.gov, 505-629-2206).

Committee Review:

Public Works & Utility Committee: 9/26/2022
Finance Committee: 10/03/2022
Quality of Life Committee: 10/05/22
Governing Body: 10/12/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15680

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Real Estate Donation Agreement to Convey the Property Located at 635 Alto Street from the City to Habitat for Humanity for the Purposes of Developing Five (5) Low-Priced Dwelling Units (LPDU) for Sale to Income-Qualified Homebuyers. (Alexandra Ladd, Office of Affordable Housing, Director: agladd@santafenm.gov; and Terry Lease, Office of Economic Development, Asset Development Manager: tjlease@santafenm.gov, 505-629-2206).

Committee Review:

Public Works & Utility Committee: 9/26/2022
Finance Committee: 10/03/2022
Quality of Life Committee: 10/05/22
Governing Body: 10/12/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15680

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 10/05/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of Real Estate Donation Agreement to Convey the Property Located at 635 Alto Street from the City to Habitat for Humanity for the Purposes of Developing Five (5) Low-Priced Dwelling Units (LPDU) for Sale to Income-Qualified Homebuyers. (Alexandra Ladd, Office of Affordable Housing, Director: agladd@santafenm.gov; and Terry Lease, Office of Economic Development, Asset Development Manager: tjlease@santafenm.gov, 505-629-2206)

Committee Review:

Public Works & Utility Committee: 09/26/2022
Finance Committee: 10/03/2022
Quality of Life Committee: 10/05/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15680

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Amanda Chavez

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) to Move $95,622 from FY22 GRT in Excess of Budget to FY23 Public Works Complete Streets Supplies to Fund the Banner Brackets Being Installed on St. Francis Drive & Cerrillos Road. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 505-955-6622; Andy J Hopkins, Budget Officer, ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:
Public Works & Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Regina Wheeler

Item Sponsor -

Item Tracking Number - 22-15926

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

VOTE SUMMARY

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) to Move $95,622 from FY22 GRT in Excess of Budget to FY23 Public Works Complete Streets Supplies to Fund the Banner Brackets Being Installed on St. Francis Drive & Cerrillos Road. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 505-955-6622; Andy J Hopkins, Budget Officer, ajhopkins@santafenm.gov, 505-955-6177)

Committee Review:
Public Works & Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Regina Wheeler

Item Sponsor -

Item Tracking Number - 22-15926

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

VOTE SUMMARY

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No.1 to the Professional Service Agreement #19-0749 with Weston Solutions Inc, in the Amount of $500,000 Excluding NMGRT for On-Call Professional Design Services for Public Works Department. (Romella Glorioso-Moss, PW Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

Item Type - contract amendment

Item Owner - Romella Glorioso-Moss

Item Sponsor -

Item Tracking Number - 22-15935

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

VOTE SUMMARY

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request Approval of a Budget Adjustment Resolution (BAR) to Transfer $367,003 of Roads Impact Fees to Supplement NMDOT Funding to Design Bishop's Lodge Road Reconstruction Project. (Romella Glorioso-Moss, Public Works Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623).

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Romella Glorioso-Moss

Item Sponsor -

Item Tracking Number - 22-15953

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of Amendment No.1 to Contract #21-0322 with Mountain River Consulting Inc., for Utility Billing In the Amount of $900,000 for Year Two (2) of its Four (4) Year Contract. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-15970

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No.1 to Contract #21-0322 with Mountain River Consulting Inc., for Utility Billing In the Amount of $900,000 for Year Two (2) of its Four (4) Year Contract. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-15970

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Carol Romero-Wirth

Motion Status - approved

Vote For Count - 2

Vote Against Count - 3

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Carol Romero-Wirth, Chris Rivera

Vote Against Names - Renee Villarreal, Signe Lindell, Jamie Cassutt

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No.1 to Contract #21-0322 with Mountain River Consulting Inc., for Utility Billing In the Amount of $900,000 for Year Two (2) of its Four (4) Year Contract. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-15970

Motion Type - Deny

Motion Mover - Signe Lindell

Motion Seconder - Carol Romero-Wirth

Motion Status - denied

Vote For Count - 2

Vote Against Count - 3

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Carol Romero-Wirth, Chris Rivera

Vote Against Names - Renee Villarreal, Signe Lindell, Jamie Cassutt

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No.1 to Contract #21-0322 with Mountain River Consulting Inc., for Utility Billing In the Amount of $900,000 for Year Two (2) of its Four (4) Year Contract. (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - contract amendment

Item Owner - Nancy Jimenez

Item Sponsor -

Item Tracking Number - 22-15970

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Carol Romero-Wirth

Motion Status - denied

Vote For Count - 2

Vote Against Count - 3

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Carol Romero-Wirth, Chris Rivera

Vote Against Names - Renee Villarreal, Signe Lindell, Jamie Cassutt

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Termination Agreement with Descartes Labs, Inc. and Associated LEDA Funding Claw Back (Casey Dalbor, Business Growth Manager: cjdalbor@santafenm.gov, 505-955-6912; Andréa Salazar, Assistant City Attorney, asalazar@santafenm.gov, 505-955-6303; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 505-955-6625).

Committee Review
Finance Committee: 10/03/2022
Quality of Life: 10/05/2022
Economic Development Advisory Committee: 10/12/2022
Governing Body: 10/12/2022

Item Type - resolution

Item Owner - Casey Dalbor

Item Sponsor -

Item Tracking Number - 22-15971

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 10/05/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of a Termination Agreement with Descartes Labs, Inc. and Associated LEDA Funding Claw Back (Casey Dalbor, Business Growth Manager: cjdalbor@santafenm.gov, 505-955-6912; Andréa Salazar, Assistant City Attorney, asalazar@santafenm.gov, 505-955-6303; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 505-955-6625).

Committee Review
Finance Committee: 10/03/2022
Quality of Life: 10/05/2022
Economic Development Advisory Committee: 10/12/2022
Governing Body: 10/12/2022

Item Type - resolution

Item Owner - Casey Dalbor

Item Sponsor -

Item Tracking Number - 22-15971

Motion Type - Approve

Motion Mover - Lee Garcia

Motion Seconder - Renee Villarreal

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Local Government Road Fund Cooperative Agreement in the Total Amount of $73,599 for the Planning, Design, Construction and Pavement Rehabilitation of Buckman Road; New Mexico Department of Transportation, (Romella Glorioso-Moss, Public Works Project Manager, rsglorioso-moss@santafenm.gov, 505-955-6623).

1. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $55,199 for Engineering Design of Buckman Road Bicycle and Pedestrian Improvements Project under org/obj: 3559980.572960

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner - Romella Glorioso-Moss

Item Sponsor -

Item Tracking Number - 22-15977

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

VOTE SUMMARY

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Service Agreement with B&D Industries, Inc., in the Total Amount of $482,028.51, including NMGRT, for Installation of UVC Emitters in Various City Buildings. (Caryn Grosse, clgrosse@santafenm.gov, 505-955-5938).

Committee Review:
Finance Committee: 10/3/2022
Public Works and Utilities Committee: 10/11/222
Governing Body: 10/12/2022

Item Type - contract

Item Owner - Caryn Grosse

Item Sponsor -

Item Tracking Number - 22-15980

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

VOTE SUMMARY

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Transportation Project Fund Grant Agreement in the Total Amount of $1,000,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing Project Identified as Control # HW2LP50039; New Mexico Department of Transportation, (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $950,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner - Romella Glorioso-Moss

Item Sponsor -

Item Tracking Number - 22-15994

Motion Type - Postpone to a Date Certain

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - tabled

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

Request for Approval of Change Order No.5 with RMCI to Assist Construct the Aeration System Improvement in the Total Amount of $9,640.44 Including NMGRT. (Paul F. Heerbrandt, WWMD Engineer Supervisor, pfheerbrandt@sntafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $9,640.44 to Fund Change Order No.5

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Title -

Item Type - change order

Item Owner - Mike Dozier

Item Sponsor -

Item Tracking Number - 22-15999

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

VOTE SUMMARY

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Change Order No.5 with RMCI to Assist Construct the Aeration System Improvement in the Total Amount of $9,640.44 Including NMGRT. (Paul F. Heerbrandt, WWMD Engineer Supervisor, pfheerbrandt@sntafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $9,640.44 to Fund Change Order No.5

Committee Review:
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Type - change order

Item Owner - Mike Dozier

Item Sponsor -

Item Tracking Number - 22-15999

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

VOTE SUMMARY

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension to a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation Identified as Control Number L500444 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 1 to the Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853C-Agua Fria and South Meadows Rd. Intersection Improvements Project to Extend the Agreement Term to December 31, 2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced) : 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Title -

Item Type - resolution

Item Owner - Romella Glorioso-Moss

Item Sponsor - Chris Rivera

Item Tracking Number - 22-15829

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

VOTE SUMMARY

City of Santa Fe

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension to a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation Identified as Control Number L500444 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 1 to the Local Government Road Fund Cooperative Agreement (Munis Contract #3202844) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853C-Agua Fria and South Meadows Rd. Intersection Improvements Project to Extend the Agreement Term to December 31, 2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced) : 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Title -

Item Type - resolution

Item Owner - Romella Glorioso-Moss

Item Sponsor - Chris Rivera

Item Tracking Number - 22-15829

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

VOTE SUMMARY

City of Santa Fe

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 09/26/2022

Meeting Committee - Public Works and Utilities Committee

CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension for a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation, Identified as Control Number L500306, for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 3 to a Local Government Road Fund Cooperative Agreement, Item 18-1060 (Munis Contract #3201396) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853X-Agua Fria and South Meadows Road Intersection Improvements Project to Extend the Agreement Term Only to December 31,2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced): 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Title -

Item Type - resolution

Item Owner - Romella Glorioso-Moss

Item Sponsor - Chris Rivera

Item Tracking Number - 22-15828

Motion Type - Approve

Motion Mover - Amanda Chavez

Motion Seconder - Lee Garcia

VOTE SUMMARY

City of Santa Fe

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Lee Garcia)
A Resolution Requesting a Term Extension for a Local Government Road Fund Cooperative Agreement from the New Mexico Department of Transportation, Identified as Control Number L500306, for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Romella Glorioso-Moss, Senior Project Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Request for Approval of Amendment No. 3 to a Local Government Road Fund Cooperative Agreement, Item 18-1060 (Munis Contract #3201396) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 853X-Agua Fria and South Meadows Road Intersection Improvements Project to Extend the Agreement Term Only to December 31,2023 with No Additional Funding.

Committee Review:
Governing Body (Introduced): 09/14/2022
Public Works and Utilities Committee: 09/26/2022
Finance Committee: 10/03/2022
Governing Body: 10/12/2022

Item Title -

Item Type - resolution

Item Owner - Romella Glorioso-Moss

Item Sponsor - Chris Rivera

Item Tracking Number - 22-15828

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

VOTE SUMMARY

City of Santa Fe

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

VOTE SUMMARY

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 10/05/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Art in Public Places Purchase Contract with the State of New Mexico Department of Cultural Affairs, New Mexico Arts Division and Christina Marie Gonzalez dba Christina Gonzalez Studio for the Display of Artwork on City Property with the City's Portion in the Total Amount of $4300. (Pauline Kanako Kamiyama, Arts and Culture Division Director: pkkamiyama@santafenm.gov, 505-955-6653)

Committee Review:

Quality of Life Committee 10/05/2022
Finance Committee 10/17/2022
Governing Body 10/19/2022

Item Type - contract

Item Owner - Pauline Kamiyama

Item Sponsor -

Item Tracking Number - 22-16000

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Amanda Chavez

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Arts contract: Cristina Marie Gonzalez DBA Cristina Gonzalez Studio

Procurement Title: Water Street Restroom Art Procurement - NM Arts Contracts

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 Arts and Culture Staff Name Pauline Kanako Kamiyama

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:

Pauline Kanako Kamiyama	Director	8/10/22
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Aug 26, 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.

City of Santa Fe, New Mexico
Memorandum

DATE: **September 22, 2022**

TO: **Governing Body**
Finance Committee
Quality of Life Committee

VIA: **Emily Oster, Finance Department Director**
Joann Lotero, Chief Procurement Officer Richard Brown
Rich Brown, Community Development Department Director

FROM: **Pauline Kanako Kamiyama, Arts and Culture Department Director**

ITEM AND ISSUE:
Request for Approval of Art in Public Places Purchase Contract with the State of New Mexico Department of Cultural Affairs, New Mexico Arts Division and Christina Marie Gonzalez dba Christina Gonzalez Studio for the Display of Artwork on City Property with the City's Portion in the Total Amount of $4300. (Pauline Kanako Kamiyama, Arts and Culture Division Director: pkkamiyama@santafenm.gov, 505-955-6653)

BACKGROUND AND SUMMARY:

As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through New Mexico Arts. Selection and purchase of artwork managed by NM Arts.

PROCUREMENT METHOD:
State Procurement Exemption: 13-1-98 T ***{State Agency)*** - ***works of art for museums or for display in public buildings or places***

CONTRACT NUMBER:
The FY23 Munis contract number is 3203546

FUNDING SOURCE:
3502775/572970

- $4,300 City
- $5,500 State

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

CXT#	23005.0	CXT$	$5,500 (O/A $4,300)	AIPP PC	MD
FUND STREAM:	50500—69800—A19D5001—548700—D3206/$5,500				
VENDOR ID:					

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
NEW MEXICO ARTS DIVISION
ART IN PUBLIC PLACES PURCHASE CONTRACT

THIS AGREEMENT is made and entered into by and between New Mexico Arts (NMAD), a division of the New Mexico Department of Cultural Affairs (NMDCA), a political subdivision of the State of New Mexico (State); **City of Santa Fe**, hereinafter referred to as "Owner Agency"; and **Cristina Marie Gonzalez DBA Cristina Gonzalez Studio** hereinafter referred to as "Artist".

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1 (1986), (the "Act") requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a fund dedicated for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to acquire a work of art to be located at **Santa Fe Public Restrooms, 100 Water St., Santa Fe, NM 87501;** and

WHEREAS, in conformity with NMAC, 4.12.11 and the Act, the Owner Agency's Local Selection Committee selected a work by the Artist to purchase.

THEREFORE, NMAD, the Owner Agency, and the Artist, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 *Definitions.*

a) "Artwork" means the work of art designed and created by the Artist and selected by the Local Selection Committee for placement of **one (1) 48" x 60" x 12" fabricated steel wall hanging sculpture depicting cut out flowers and leaves entitled, "Acero Picado"** and includes any attached Work Base(s);
b) "Work Base" is a component of the Artwork and means the foundation or pedestal and Plexiglas cover upon which the Artwork is mounted for displaying 3D Artwork, or frame and Plexiglas protective covering, and device/devices for hanging 2D Artwork, as required according to attached *Framing, Installation, and Plaque Guidelines*;
c) "Work Site" means the specific area site within, upon, or around the public building in which the Artwork is to be permanently displayed, attached or installed, in this case the **Santa Fe Public Restrooms, 100 Water St., Santa Fe, NM 87501;**
d) "Owner Agency" is the agency that received the appropriation for the construction or renovation of the building that included funds designated for public art under the Act.

1.1 *General Duties of Artist, Owner Agency, and NMAD.*

a) The ***Artist*** shall perform all services and furnish all supplies, material and equipment as necessary for the creation of the Artwork and the transportation of the Artwork and Work Base, to the Work Site and the secure installation of the Artwork and Work Base at the Work Site, except as otherwise agreed to in this Contract.

b) The ***Artist*** represents and warrants that the Artwork is solely the result of the artistic effort of and was authored by the Artist and is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency. If the Artwork is one in an edition (not exceeding a total of fifty (50) copies, including variations of size, color, shape, or any distinguishing elements of the Artwork) of prints, photographs, castings or fabrications, or has been previously reproduced and accepted for sale elsewhere, the Artist will notify NMAD and the Owner Agency of this and disclose the edition number of the piece within the edition in writing to NMAD and the Owner Agency as an addendum attached to this agreement before it is executed. The Artist further represents, covenants, and warrants that the Artist owns the copyright in the Artwork and that the Artwork does not infringe upon any copyright and is free and clear of any liens or claims from any source whatsoever.

c) The ***Artist*** shall pay for the services of a professional fine art conservator if NMAD deems such an expense is required and if the Artwork is: 1) an exterior work; 2) created with non-archival media; 3) exposed to

adverse environmental conditions; or 4) comprised of media that may not be durable or has other maintenance concerns. The fine art conservator will determine the durability of the media and the required periodic maintenance. NMAD may terminate the agreement based upon the results of the conservator's report in accordance with Article 10, Termination.

d) The Owner Agency shall perform the following services in a satisfactory and proper manner as determined by NMAD, and is responsible and shall pay for the following:

1. Prepare the Work Site by ensuring safe and reasonable access for the Artist, so that the Artist can install the Artwork;
2. In consultation with NMAD, take reasonable precautions to secure the Work Site, if necessary, for and during the installation of the Artwork.

1.2 *Delivery and Installation.*

a) The ***Artist*** shall deliver and securely install the completed Artwork and Work Base at the Work Site no later than **May 30, 2023**.

b) The ***Artist*** will be responsible for framing and installation of Artwork unless otherwise noted in this Contract. The Artist shall ensure that the Artwork is installed with appropriate anti-theft measures and/or devices to protect the Artwork, as approved in advance by Owner Agency, whose approval shall not unreasonably be withheld.

c) The Artist shall provide and install a project identification plaque for the Artwork, as described in the attached and incorporated *Framing, Installation, and Plaque Guidelines.*

1.3 *Post-Installation Documentation.*

Within thirty (30) days after the delivery and installation of the Artwork, the Artist shall furnish NMAD and Owner Agency with the following relating to the Artwork as completed:

(1) a publication-ready JPEG of the Artwork with a minimum resolution of 350 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
(2) a JPEG of the Artwork *in situ* at the Work Site;
(3) a complete written description of the Artwork;
(4) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
(5) a comprehensive list of all media used in the creation of the Artwork (ex: type of paint, gauge and type of metal, adhesive materials, clay body and firing, acrylic, oil, etc).

1.4 *Final Acceptance.*

a) The Artist shall advise NMAD, in writing, by furnishing NMAD and Owner Agency the Post-Installation Documentation outlined in Article 1.3, when all the Artwork has been delivered, installed, and accepted, and Artist services required under this Contract have been completed.

b) The Owner Agency shall notify the Artist and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Notice of Acceptance/Final Payment Invoice (NOA/FPI)* form, of its final acceptance of the Artwork.

c) If the Owner Agency determines and notifies NMAD within ten (10) days of installation by the Artist that the Artist's services are incomplete or unsatisfactory, the Artist shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

1.5 *Risk of Loss.*

The risk of loss or damage to the Artwork shall be borne by the Artist until acceptance by the Owner Agency, as indicated by the NMAD-signed *(NOA/FPI)* form. The Artist shall obtain and maintain a policy of insurance in an amount of not less than the purchase price of the Artwork to cover risk of damage or loss to the Artwork until final acceptance by the Owner Agency as required in Article 6 of this Agreement.

1.6 *Title.*

Title to the Artwork shall pass to the Owner Agency after installation and upon receipt by NMAD of the *(NOA/FPI)* form signed by the Owner Agency. If the Owner Agency fails, within thirty (30) days of installation of the Artwork by the Artist, to return to NMAD an executed *(NOA/FPI)* form, or to notify NMAD of Artist services that are unsatisfactory, title and ownership of the Artwork will automatically transfer to the Owner Agency.

a) The Owner Agency shall put in place insurance against loss or damage to the Artwork in an amount of not less than the purchase price of the Artwork upon transfer of ownership from Artist to the Owner Agency.

b) Title to the Artwork shall be owned by the Owner Agency, subject to applicable inventory requirements set forth by the State of New Mexico.

Article 2. Term.

The Contract shall terminate on **December 31, 2023,** unless terminated pursuant to Article 10 herein.

Any and all obligations arising under Article 1, Sections 1.4, 1.6, 1.6a, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.

3.1 Fixed Fee.

NMAD shall pay the Artist a fixed fee of **five thousand five hundred dollars and 00/100 cents ($5,500)** including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Payment to the Artist shall be deducted from the allocation for the Art in Public Places program and shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Artist or the Artist's subcontractors or employees to be furnished by the Artist under this Contract. NMAD shall pay Artist a single payment of the amount described in this paragraph upon receipt by NMAD after delivery and installation of the selected Artwork, the Project Plaque and any attached Work Base to Work Site and receipt of the *Post-Installation Documentation* by the Artist and the –*NOA/FPI* form *signed by the Owner Agency,* and *NMAD*. Prior to issuance of payment, an NMAD Coordinator may visit the Work Site to confirm the Artist's compliance with the attached and incorporated *Framing, Installation, and Plaque Guidelines*.

The Owner Agency shall pay the Artist a fixed fee of **four thousand three hundred dollars and 00/100 cents ($4,300)**, including gross receipts tax and all applicable state and federal taxes, for the services performed under this Contract. Owner Agency shall pay Artist a single payment of the amount described in this paragraph after delivery and installation of the selected Artwork, the Project Plaque, and any attached Word Base to Work Site and signature on a *Final Payment Invoice-NOA* form **signed by the Owner Agency Signatory and NMAD.**

Article 4. Extension of Time.

NMAD shall grant a reasonable extension of time to the Artist in the event that there is a reasonable delay on the part of the Owner Agency in performing its obligations under this Contract, or if conditions beyond the Artist's control or other Acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond a party's reasonable control will not be considered a breach of Contract provided that such obligations shall be suspended, with prior notice to and approval by NMAD, only for the duration of such conditions.

All requests by the Artist or the Owner Agency for time extensions shall be made in writing to NMAD at least eighty (80) days prior to the end of term described in Article 2. NMAD will review all written requests and notify the Owner Agency and the Artist of its decision within ten (10) days of receipt of the written request.

Artist shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Artist is scheduled to install the Artwork. Artist shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork. In the event of such delay, the parties shall extend the contract term in the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.

5.1 *Warranties of Title.*

The Artist represents and warrants that the Artwork: (a) is solely the result of the artistic effort of the Artist; (b) is unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency; (c) is not a duplicate thereof and has not been accepted for sale elsewhere; (d) does not infringe upon any copyright; and (e) is free and clear of any liens or claims from any source whatsoever. The parties acknowledge and agree that these Warranties of Title shall not terminate and shall survive the termination of this Contract.

5.2 Warranties of Quality and Condition.

The Artist represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities that will cause or accelerate deterioration of the Artwork; and (b) reasonable maintenance of the Artwork will not require procedures in excess of those described in the Artist's maintenance recommendations.

The warranties described in this Article 5.2 shall survive for five (5) years after the final acceptance of the Artwork, with periodic maintenance by the Owner Agency of the Artwork according to instructions provided by the Artist. The Owner Agency shall give written notice to NMAD of any breach of the Artist's warranty within one hundred twenty (120) days of the breach during the five-year period after final acceptance of the Artwork. The Artist shall, at the request of NMAD and the Owner Agency, and at no cost to the Owner or NMAD, cure reasonably and promptly any identified defect of the Artwork which is repairable by the Artist or a professional fine art conservator hired by the Artist. The Artist or a professional fine art conservator shall make such repairs consistent with accepted

practices of professional fine art conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork).

Article 6. Insurance.

Until such time that NMAD pays the Artist for the Artwork and title to the Work of Art passes to the Owner Agency, the Artist shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Owner Agency and NMAD as additional insureds:

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 and the New Mexico Department of Cultural Affairs, including the New Mexico Arts Division, and their officials, officers, employees, and agents as additional insureds.

b) Artist shall provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Artist. 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.

Article 7. Reproduction Rights.

7.1 General.

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and any rights as may be limited by or granted in this Contract. The Artist grants to NMAD and the Owner Agency and their successors a perpetual, fully paid, without geographic limitation, and non-revocable, nonexclusive license to use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, books about the AIPP program, in whole or in part, and catalogues or other similar publications.

7.2 *Artist Credit.*

All reproductions by NMAD or the Owner Agency shall credit the Artist and include a copyright notice substantially in the following form: "©[Artist's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs."

7.3 Artist Reproduction Credit.

The Artist shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Artist a credit to NMAD in the following form: "Artwork Funded by the Art in Public Places Program, New Mexico Arts Division, Department of Cultural Affairs."

Article 8. Artist's Rights.

8.1 *General.*

In all matters pertaining to the Artwork and its maintenance, including but not limited to the Articles in this Contract and the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply as limited in this Contract.

8.2 *Maintenance.*

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected, in accordance with the Artist's maintenance schedule, instructions, and the requirements of this Contract.

8.3. *Repairs and Restoration.*

a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if to repair or restore the Artwork. To the extent practicable, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.

b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Artist's services for repairs or restoration if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.

c) NMAD may deaccession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the artwork be temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5) public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.
e) The Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred eighty (180) days prior to action taking place.

8.4 Waver of Rights due to Deaccession
In the future, and in the event the Owner Agency determines to deaccession the Artwork for any reason, including but not limited to an existing condition as outlined in Article 8.3.C., NMAD shall attempt to notify the Artist in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy, modify, or develop the Work Site in such a way as to impact the Artwork, the Artist hereby agrees to waive all rights pursuant to the Copyright Act, including but not limited to the Artist's rights under the Visual Artist Rights Act, the Owner Agency, in consultation with NMAD, retain the right to determine, in their sole and absolute discretion without right of appeal, whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

Article 9. Artist as Independent Contractor.
The Artist, and his/her agents and employees, are independent contractors performing services for NMAD and are not employees of NMAD. The Artist, his/her agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

Article 10. Termination.
a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and that the defaulting party or parties shall have thirty (30) days from their receipt of the notice of default to cure such default or commence actions to cure the default with in the thirty (30) day period when cure of the default is not possible within the thirty (30) days.
b) If the Owner Agency or NMAD terminate this Contract for the Artist's violation, the Artist shall be ineligible to apply for Art in Public Places selection for a period of three (3) years or more from the date of the Artist's receipt of the notice of termination.
c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Subsection 1.1(c) of this Contract.

Article 11. Contract Administrator.
NMAD shall administer this Contract, including issuing payments to the Artist, except as otherwise agreed to in this contract.

Article 12. Non-Discrimination.
In carrying out the performance of the services designated, neither the Artist nor the Owner Agency shall discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Artist shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 13. ADA Compliance.
In performing any services required hereunder, the Artist shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Artist's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Artist's, or Artist's agents' or employees' acts or omissions in violation of the ADA.

Article 14. Compliance.
The Artist shall comply with federal, state and city statutes, ordinances and regulations that are applicable to the performance of the Artist's services under this Contract.

Article 15. Entire Agreement.
This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements, and understandings, oral or written, with reference to the subject matter hereof that are not superseded hereby.

Article 16. Modification.
No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Owner Agency and NMAD.

Article 17. Waiver.
No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 18. Governing Law and Venue.
This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Artist 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.

Article 19. Indemnification.
The Artist shall defend, indemnify and hold harmless the Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, 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 Contract, caused by the negligent act or failure to act of the Artist, his officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Artist resulting in injury or damage to persons or property during the time when the Artist or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Artist or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Artist, the Artist shall, as soon as practicable but no later than two (2) days after Artist receives notice thereof, notify the legal counsel of the Owner Agency and the New Mexico Department of Cultural Affairs.

Article 20. New Mexico Tort Claims Act.
Any liability incurred by the Owner Agency, NMAD and/or the New Mexico Department of Cultural Affairs, 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 Owner Agency, NMAD and the New Mexico Department of Cultural Affairs, and their "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.

Article 21. Heirs and Assigns.
This Contract shall be binding upon and shall inure to the benefit of the Owner Agency, and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

Article 22. Written Notices.
a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.
b) For purposes of giving formal, written notice, the parties will use the following addresses:

OWNER AGENCY	**SITE CONTACT**	**Artist**	**NMAD**
Alan M. Webber	Rod Lambert	**Cristina Marie Gonzalez**	Meredith Doborski
Mayor City of Santa Fe	Assistant Director	Cristina Gonzalez Studio	Public Art Program Director
P.O. Box 909	Santa Fe Arts and Culture	1873 Candela St.	New Mexico Arts
Santa Fe, NM 87504	Department	Santa Fe, NM 87505-5602	407 Galisteo Suite 270
(505) 955-6590	P.O. Box 990 Santa Fe, NM	(505) 670-9579	Santa Fe, NM 87501-2641
mayor@santafenm.gov	87504	cristinagonzalezstudio@gmail.com	(505) 827-6490
	(505) 955-6705		Meredith.doborski@state.nm.us
	rdlambert@santafenm.gov		

c) The Artist and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.
After the final payment in this Contract has been made, the Artist and Owner Agency will notify NMAD of any change in address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Artist's or Owner Agency's rights, respectively, that are described in this Contract, except for the Artist's copyright and reproduction rights.

Article 23. Conflict of Interest.
The Artist 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 Contract. The Artist certifies it has not violated or caused any other person to violate any requirement of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, by entering this contract.

Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.
The Procurement Code, NMSA 1978, Sections 13-1-28 through -199, imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 25. Records and Audits.
The Artist shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the rights of NMAD and the Owner Agency, respectively, to recover excessive or illegal payments.

Article 26. Assignment.
The Artist shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

Article 27. Required Signatures.
This Contract will not be binding upon any parties hereto until all signatures required below have been obtained. Other than as to individuals, each signatory below represents that by signing this agreement that he or she has the authority to bind the entity for which he or she signs.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

_____ Date _____
Debra Garcia y Griego, Cabinet Secretary, Department of Cultural Affairs

_____ Date _____
Michelle Laflamme Childs, Executive Director, New Mexico Arts Division

Approved as to budgetary sufficiency:

_____ Date _____
Greg Geisler, ASD Director/CFO, Department of Cultural Affairs

Approved as to form:

_____ Date _____
Peter Ives, General Counsel, Department of Cultural Affairs

OWNER AGENCY:

_____ Date _____
Alan M. Webber, Mayor, City of Santa Fe

Attest:

_____ Date _____
Kristine Bustos Michelcic, City Clerk, City of Santa Fe

OWNER AGENCY LEGAL REPRESENTATIVE:

Marcos Martinez
Marcos Martinez (Jul 6, 2022 08:04 MDT)
_____ Date Jul 6, 2022
Marcos D. Martinez, Senior Assistant City Attorney, City of Santa Fe

Approved for Finance:

_____ Date _____
Alexis Lotero, Acting Finance Director, City of Santa Fe

ARTIST:

_____ Date _____
Cristina Marie Gonzalez DBA Cristina Gonzalez Studio

Framing, Installation, and Plaque Guidelines

All framing materials must be museum quality!

1. Mat type - 100% Cotton rag.
2. Mat color – white, off-white, gray, or black. Other colors must be approved by NMAD.
3. Mat size – not to be less than 2 inches all the way around. Other mat sizes or elimination of mat must be approved by NMAD.
4. Backing – Acid free, museum quality.
5. Mounting – Acid free, museum quality.
6. Frame material - simple profile, wood molding, 1.5" or larger on the face. Colors can be natural wood tones, black, or white. Other colors must be approved by NMAD.
7. Plexiglas protective covering required on all 2-D pieces. Glass on pastels.
8. Spacers when necessary, so that Plexiglas does not touch the artwork.
9. Security hangers must be used, no wire (i.e. T-Lock or T-Screw Security Hangers)
10. Weighted wood pedestal with secure bolted Plexiglas cover required on small 3-D works. Other pedestal materials must be approved by NMAD.
11. Pedestals shall be tall enough to bring the artwork to eyelevel.
12. Large scale and/or exterior sculptures do not require Plexiglas covering. "Large Scale" is determined by NMAD in consultation with Artist.
13. All artwork must be permanently installed at the site along with an identification plaque.
14. Pedestals must be painted either black or white. Other colors must be approved by NMAD.

Samples of mats, frames, pedestals and plaques can be viewed at New Mexico Arts office (407 Galisteo, suite 270, Santa Fe, NM). Please call to schedule an appointment (505-827-6490, In State 800-879-4278).

The following guidelines are used for NMAD Art in Public Places Program to maintain plaque quality and style consistency. It is permissible for the font size to be changed to best fit the size of the plaque. *(Drawings are not to scale!)*

SAMPLE

14 pt Bold Italic Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman
14 pt Plain Arial Font or Times New Roman

May or may not have 2 drilled holes for mounting depending on plaque style

12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman
12 pt Plain Arial Font or Times New Roman

Title of Work
by Artist's Name
year of completion

Funded by the
Art in Public Places Program
New Mexico Arts
Department of Cultural Affairs

Interior Pieces

Material and Finish: Metal 3" x 5" plate with brushed silver or brass finish and black lettering on wooden base (black or natural wood) no larger than 5" x 7"

Exterior Pieces

Material and Finish: Metal plate with black finish and silver lettering
Plaque Size: 4" x 6" or 5" x 7"

Please adjust font size to best fit plaque dimensions

VARIATIONS: We understand that because of the nature of the artwork and/or site, plaque variations may be desirable. For example, a tile artist might choose to create a custom tile plaque to integrate into the work. For a large stainless steel exterior sculpture, an artist might wish to use a stainless-steel plaque that is larger than the standard size. We encourage you to think creatively. *However, the Artist must consult with New Mexico Arts **before** executing a custom plaque (505-827-6490, In State 800-879-4278)*.

Acero Picado

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203546**

Contractor: **New Mexico Arts, State of NM Dept. of Cultural Affairs Cristina Marie Gonzalez**

Description: **art purchase for Art in public places fulfillment for Water Street Restroom facility**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **date of contract exec** Term End Date: **December 31, 2023**

☐ Approved by Council Date: _____

Contract / Lease: contract

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)

As a function of Capital Improvement Projects, 2% of Bonds are applied to the purchase and installation of Public Art at bond location sites. Santa Fe Municipal Airport's Bond funding resides in State of NM purview and managed by their policies and procurement through SetacMm:ica:ritlrts. purchase of artwork managed by NM Arts. There is no cost to the City. State of NM Public Arts Purchase Program- Funded through Bond Inititiatives

3. **Procurement History:** _____

Purchasing Officer Review: Aug 26, 2022 Date:

Comment & Exceptions: **art exemption** to be displayed in public area thus qualifying for 13-1-98 T

4. **Funding Source:** **partial State and partial City** **Org / Object:** **3502775/572970**

Andy Hopkins (Aug 26, 2022 14:07 MDT)

Budget Officer Approval: Aug 26, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Pauline Kanako Kamiyama** Phone # **470.8482**

Email: **pkkamiyama@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2022

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 949-349-9857 **FAX (A/C, No):** 949-349-9957 **E-MAIL ADDRESS:**
INSURED City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** Travelers Property Casualty Co of America — 25674 **INSURER C :** Travelers Indemnity Company — 25658 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 658744908 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		ZLP-15N80223-22-PA	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,050,000 $ 300,000 $ $ 1,050,000 $ 3,000,000 $ 3,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X $50,000 SIR			H-810-2C410241-IND-22	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,050,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			ZUP-15N80235-22-PA	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4067131	7/1/2022	7/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder is included as Additional Insured as respects:

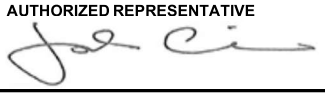
CERTIFICATE HOLDER

EVIDENCE OF COVERAGE ONLY

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, New Mexico

memo

Date: **August 26, 2022**

To: **Joann Lovato, Chief Procurement Officer**

From: Pauline Kanako Kamiyama, Arts and Culture Department

Subject: **Exemption Determination Request, 13.1.98 T**

Cristina Gonzalez artwork

Arts and Culture Department respectfully request exempt determination to be approved by the City's Chief Procurement Officer (CPO),Joann Lovato, for the following scope of work (SOW):

State of New Mexico, New Mexico Arts contract for art purchase for display of artwork on city property at the Water Street Restroom and visitor center in fulfillment of the State's Art in Public Places requirement.

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

State procurement exemption:13.1.98 T (State Agency) –works of art for museums or for display in public buildings or places

Amount:

$4,300 City 3502775/572970

$5,500 State

Term: December 31, 2023

Approved Exemption

Joann Lovato, Chief Procurement Officer

City of Santa Fe, New Mexico
Memorandum

DATE: October 4, 2022

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Oct 4, 2022 11:45 MDT)

FROM: Gino Rinaldi, Senior Services Division Director Gino Rinaldi (Oct 4, 2022 10:37 MDT)

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $877,035.08 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2023; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY23 Munis contract number is 3203687
PL#'s- COM2324102 (Homemaker), COM2324103 (Transportation), COM2324104 (Congregate), COM2324105 (Respite), COM2324106 (Home Delivered), COM 2324107 (GRGC).

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,
Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:
Community Health and Safety Department respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203687**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2023.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/22** Term End Date: **06/30/23**

☐ Approved by Council Date: _____

Contract / Lease: 2022-2023-60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Oct 4, 2022 Date:

Comment & Exceptions: No Procurement

4. **Funding Source: NCNMEDD AAA Revenue 490710,490715** **Org / Object:** _____

Andy Hopkins (Oct 4, 2022 13:45 MDT)

Budget Officer Approval: Oct 4, 2022 Date:

Comment & Exceptions: **Expense Org:2410115,2410114,2410113, Objects Various**

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

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District-Non Metro AAA

Procurement Title: FY 23 Nutrition Services Incentive Program (Title III)

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 Senior Services Staff Name Anya Alarid

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:

Anya Alarid	Program Manager	08/09/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Oct 4, 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.

Contract No. 2022-2023-60026

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2022, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Santa Fe, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. **SCOPE OF SERVICES**

A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.

C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low

incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$877,035.08**. Said aggregate amount is to be derived from the following sources.

1. **$75,912.89** from Title III-B of the OAA [Assistance Listing Number 93.044];
2. **$94,043.37** from Title III-C1 of the OAA [Assistance Listing Number: 93.045];
3. **$43,840.18** from Title III-C2 of the OAA [Assistance Listing Number: 93.045];
4. **$0** from Title III-D of the OAA [Assistance Listing Number: 93.043];
5. **$81,623.88** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. **$581,614.76** from the NMGAA-State/HB-2

F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor and expenditures must be allocated to these funds.

G. Payment for services shall be consistent with all applicable federal and state laws and regulations.

H. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.

I. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient

Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the Agency by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or Agency holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Ensure consumer contact information is accurate in WellSky.
6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

7. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
8. Maintain communication and correspondence concerning clients' status with the Agency.
9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
11. Submit timely and accurate information necessary for reimbursement.
    a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
    b. Subrecipient Contractors shall invoice the Agency on or before the 5th working day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s). The Subrecipient Contractor shall submit expenditure and service delivery information to the Agency utilizing the OAA-SYS system provided by the Agency.
    c. Supporting documentation to validate reported expenses to include general ledger, purchase orders and invoices.
    d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.
    e. Quarterly program narrative reports by the 15th working day of the month following the end of the quarter.
12. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
13. By October 1, 2022, Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services. Such services will not be eligible for Title III funds after October 1, 2022.
14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.

G. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

H. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

I. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2022 through June 30, 2023. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

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

K. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

M. *Targeting and Outreach.*
The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section

2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*
The Subrecipient Contractor shall implement a mechanism for obtaining and evaluating consumer opinions of the quality of services received. Such mechanism must include consumer surveys and documentation of the resolution of service recipient complaints.

O. *Emergency Preparedness Requirements.*
The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

a. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency.
b. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
c. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
d. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
e. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2022, and terminate on June 30, 2023, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient

Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

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

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

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

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient 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 or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

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. 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, Subrecipient 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.

19. WORKERS COMPENSATION

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

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or

illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director

2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. 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:

AGENCY:
NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:
Gino Rinaldi
Division of Senior Services Director
POB 909
Santa Fe, New Mexico 87504

28. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY

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

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2022.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	07/01/2022
Date	*Date*

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

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 22, 2022 11:50 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

VARIOUS/TBD

AH

AH

ORG/OBJECT

City of Santa Fe, New Mexico
Memorandum

DATE: September 26, 2022

TO:
Governing Body	(10/12/2022)
Finance Committee	(10/3/2022)
Public Utilities/Public Works Committee	(9/26/2022)

VIA:
John Blair, City Manager
Emily Oster, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director
Shirlene Sitton, Environmental Services Division Director

SJ
SS
SS

FROM: Lawrence Garcia, ESD Maintenance Manager

LG
LG

ITEM AND ISSUE:
Request for the Approval for the Purchase one Front Loading (FL) Collection Vehicle for a total amount of $441,122 for Commercial Waste Collection Services; Bruckner's Truck Sales, Inc. via the Cooperative Education Services; Lawrence Garcia, ESD Maintenance Manager, (505-955-2241 lmgarcia@santafenm.gov)

BACKGROUND:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year.

In FY20, the ESD budget included $1.9M for vehicle replacement, however, with the utility revenue instability resulting from COVID-19, ESD did not replace any collection vehicles. In FY21 ESD replaced three vehicles. In FY22, ESD ordered two Automated Side loading vehicles, per the approved budget. Additionally, in FY22, ESD ordered three ASL collection units under an emergency procurement. With the long build times currently experienced for vehicles, ESD anticipates to have received all five of these vehicles by the end of FY23.

For FY23, ESD has an approved budget of $2.5 M for the purchase of collection vehicles. The Emergency purchase that was approved in FY22 was funded from ESD Fund 510 cash balance, for a total amount of $1,115,456.94. The approval was contingent on reducing the purchases within FY23. This purchase is within that budgetary requirement.

SUMMARY:
ESD is currently requesting to purchase one 2022 AutoCar\Wittke Super Duty FL from the FY23 budget. The current build time for this type of collection unit is over two years and those build times are increasing daily. The proposed Collection unit meet our specifications.

The collection vehicle which are proposed for replacement are:

- Asset #54482 –a 2012 Peterbilt/Pend Pack which is currently not operational.

PROCUREMENT METHOD:
The procurement method is from Bruckner's Truck Sales Inc. via the Cooperative Education Services, RFP 2020-31B, Contract #2020-31B-C106 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:
Cooperative Education Services # 2020-31B-C106, CES Munis vendor number 3553 Bruckner's Munis vendor number 3431.

FUNDING SOURCE:

Fund Name/Number: Environmental Services Division Fund/510
Munis Org Name/Number: Commercial Collections/5100332
Munis Object Name/Number: Vehicles >1.5 /57100

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: **Bruckner's Truck Sales Via Cooperative Education Services**

Procurement Title: **Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services**

Procurement Method: State Price Agreement ☐ Cooperative ☑ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting **Public Utilities** SJ Staff Name **Lawrence Garcia**

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: Lawrence Garcia

Lawrence Garcia Lawrence Garcia (Sep 8, 2022 11:06 MDT) **Maintenance Manager** **9/8/2022**

Department Rep Printed Name (attesting that all information included) Title Date

Contracts Supervisor **Sep 14, 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Bruckner's Truck Sales, Via Cooperative Education Service Contract #2020-31B-C106

Description: Purchase of Collection Vehicle from Bruckner's Truck Sales, Via Cooperative Educational Services. Contract #2020-31B-C106; Affective 7/17/2020 Exp. 7/16/2024

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/17/2020 Term End Date: 7/16/2024

☐ Approved by Council Date: N/A

Contract / Lease: Cooperative Purchasing Agreement

Amendment # N/A to the Original Contract / Lease # N/A

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: N/A

☐ Approved by Council Date: N/A

Amendment is for: N/A

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

This is a Cooperative Purchasing Agreement; Bruckner's Truck Sales Via Cooperative Education Services; RFP CES #2020-31B; CES Contract #2020-31B-C106-ALL-Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services; Awarded on 7/17/2020 and Expires on 7/16/2024.

3. Procurement History: Second Year of a Four Year Contract

Purchasing Officer Review: Sep 14, 2022 Date:

Comment & Exceptions: Procured via CES coop

4. Funding Source: Enterprise Fund 510 (ESD) Org / Object: 5100332/571000

Andy Hopkins Sep 12, 2022

Budget Officer Approval: Date:

Comment & Exceptions.

Staff Contact who completed this form: Lawrence Garcia LG Phone # 505-955-2241

Email: lmgarcia@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/01/2022

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4684 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935
INSURED 385-775-1 BRUCKNER TRUCK SALES, INC. 9471 E INTERSTATE 40 AMARILLO, TX 79118-8960	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 211 — REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION	N	N	0697102	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A 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	
A	AUTO DEALER LIABILITY	Y	N	0697100	03/01/2022	03/01/2023	AUTO LIAB - EA ACCIDENT GENERAL LIABILITY - EACH ACCIDENT - AGGREGATE	$1,000,000 $1,000,000 $2,000,000

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

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION IS LISTED AS ADDITIONAL INSURED
ACTS, ERRORS OR OMISSIONS LIABILITY IS INCLUDED IN THE AUTO DEALERS COVERAGE PART WITH A LIMIT OF $250,000. AGGREGATE LIMIT OF $500,000

CERTIFICATE HOLDER	CANCELLATION
385-775-1 211 0 CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION 1142 SILER RD SANTA FE, NM 87507-3127	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 Michael C Kerr

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

INSURED:
Bruckner Truck Sales, Inc.
9471 E Interstate 40
Amarillo, TX 79118-6960

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

Any Coverage Provided by This Endorsement Applies Only to Delivery and Service Work on Certificate Holders Vehicles While on Certificate Holders Premises.
Add'l Insd Includes the City of Santa FE , its Officers, Employees and Elected Representatives.

Additional Insured Name and Address:

City of Santa FE
Environmental Services Division
1142 Siler Rd
Santa Fe, NM 87507-3127

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2022

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
MHBT, a Marsh & McLennan Agency, LLC company
8144 Walnut Hill Lane, 16th Fl
Dallas TX 75231

CONTACT NAME: Amanda Barganier
PHONE (A/C, No, Ext): 972-770-7114 FAX (A/C, No):
E-MAIL ADDRESS: amanda.barganier@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22946
INSURER B: Argonaut Insurance Company	19801
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED BRUCKTRU
Bruckner Truck Sales, Inc
Bruckner's Truck & Equipment
9471 I-40 East
Amarillo TX 79118

COVERAGES **CERTIFICATE NUMBER:** 606696401 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001232082	1/1/2022	1/1/2023	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			928828344634	1/1/2022	1/1/2023	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)
Named Insured Schedule:
Bruckner Truck Sales, Inc. dba Bruckner's Truck & Equipment - FEIN: 750972825
Bruckner Leasing Co
BTE Body Co

Texas Mutual Insurance Company
Covered Locations:
9471 I-40 E, Amarillo, TX 79118; 401 13th Street, Bldg B, Bridgeport, TX 76426; 1744 N Main St, Cleburne, TX 76033; 3611 Irving Blvd, Dallas, TX 75247;
See Attached...

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

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: BRUCKTRU

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MHBT, a Marsh & McLennan Agency, LLC company	Bruckner Truck Sales, Inc Bruckner's Truck & Equipment 9471 I-40 East Amarillo TX 79118
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

35680 LBJ Freeway, Dallas, TX 75241; 1200 NE Loop 820, Fort Worth, TX 76106; 254 McCarty Street, Houston, TX 77029; 425 S Loop 12, Irving, TX 75060; 605 S Loop 12, Irving, TX 75060; 1609 E. Irving Blvd., Irving, TX 75060; 2441 E I 20, Odessa, TX; 829 N Bell Street, San Angelo, TX 7690379766; 4562 E IH 10 San Antonio, TX 78219; 1002 South Access Road, Tye, TX 79563; 4520 Northwest Freeway, Wichita Falls, TX 76306

Argonaut Insurance Company
Covered Locations:
2650 N 32nd Ave., Phoenix, AX 85009; 7626 & 7628 N Brighton Road, Commerce City, CO 80022; 3160 Century Street, Colorado Springs, CO 80907; 600 26th Street, Garden City, CO 80631; 2101 Commerce Parkway, Hays, KS 67601; 2509 N Taylor Avenue, Garden City, KS 67846; 4170 Pardue Road, Pineville, LA 71360; 4303 Pardue Road, Ball, LA 71405; 7600 Greenwood Road, Shreveport, LA 71119; 900 Hwy. 165, Monroe, LA 71203; 2602 Millhaven Rd., Monroe, LA 71203; 2121 W County Road, Hobbs, NM 88240; 4050 Bloomfield Highway, Farmington, NM 87401; 8101 Daytona Road NW, Albuquerque, NM 87121; 5913 E Owen K Garriott Rd, Enid, OK 73701; 10120 W Reno Avenue, Oklahoma City, OK 73127; 4530 South Peoria Avenue, Tulsa, OK 74105; 576 Case Circle, Ardmore, OK 73443; 5301 W 60th Street, Tulsa, OK 74107; 14001 E Admiral Place, Tulsa, OK 74116; 4713 Lamar Ave., Memphis, TN 38118

Waiver of subrogation form #WC420304B applies to the Texas Mutual Workers Compensation policy for all Texas Operations.
Waiver of subrogation form #WC000313, edition 04/84, applies to the Argonaut Workers Compensation policy for all Arizona, Colorado, Kansas, Louisiana, New Mexico and Oklahoma operations.

The Texas Mutual Worker's Compensation policy includes a waiver of subrogation endorsement that may apply for the Texas Operations only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Argonaut Workers Compensation policy includes a waiver of subrogation endorsement that may apply for the Arizona, Colorado, Kansas, Louisiana, New Mexico and Oklahoma operations only when there is a written contract between the named insured and the certificate holder that requires such wording.

The certificate holder is scheduled as an additional insured, form number CA-F-75, edition 10/13, on the auto dealers coverage policy.

For reasons other than non-payment of premium, 30 days notice will be provided to the certificate holder in the event that the issuing company cancels the policy before the expiration date of the policy.

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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: BRUCKNER TRUCK SALES INC
DBA: BRUCKNER'S TRUCK & EQUIPMENT

Business Location: 8101 DAYTONA RD NW
ALABUQUERQUE, NM 87121

Owner: BRIAN BRUCKNER

License Number: 229015

Issued Date: December 15, 2021

Expiration Date: December 15, 2022

CRS Number: 02282902004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

BRUCKNER TRUCK SALES INC
8101 DAYTONA RD NW
ALBUQUERQUE, NM 87121

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

Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Evan Smith
Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2020-31B

RFP DESCRIPTION: Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

CES CONTRACT NUMBER: 2020-31B-C106-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to Bruckner Truck Sales, Inc., with its principal office located at 8101 Daytona Rd NW, Albuquerque, NM 87121 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	Bruckner Truck Sales, Inc.
David Chavez Printed Name	Evan Smith Printed Name
By:	DocuSigned by: By: Evan Smith
Title: Executive Director	Title: General Manager

ATTACHMENT A
TO CONTRACT 2020-31B-C106-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services for a firm, fixed price as described in solicitation CES RFP 2020-31B, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31B

**Omissions in CES RFP 2020-31B for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

ATTACHMENT B
TO CONTRACT 2020-31B-C106-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

PRICING

A. CES Members and Participating Entities will pay Contractor for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

Your New Mexico Purchasing Cooperative
Since 1978

Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services OF NM

David Chavez
Printed Name

By: [signature]

Title: Executive Director

BRUCKNER TRUCK CENTERS

[signature]
Printed Name

By: [signature]

Title: [signature]

Bruckner Truck Sales, Inc.
CES Quote

Date:	September 6, 2022

CUSTOMER INFORMATION			
Name:	City of Santa Fe		
Name:			
Address:	1142 Siler Rd		
CSZ:	Santa Fe, NM 87507		
Phone:	505-955-2241	Cell:	
Fax:		Contact:	
Email:	lgarcia@santafenm.gov		

EQUIPMENT INFORMATION	
Stock #:	Stock Order
Year:	2024
Make:	AUTOCAR
Model:	ACX64
VIN:	
Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins ISX12N	Wheelbase:	198"
Horsepower:	350HP - 1,350 lb/ft Torque	Frame:	Heavy
Engine Brake:	None	Interior Trim:	Modura Ashpalt
Transmission:	Allison 4500 RDS	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	46,000lb	Tire Size:	
Rear Suspension:	Hendrickson Haulmax HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

5y/200k Cummins ISX12N PP1 Warranty
5yr Allison 4500 Series Warranty
40CY Wittke Superduty CNG CFEL (As Specified)
FOB - Santa Fe, NM

CES Contract - 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	$437,243.00	
Allowances:				
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity				
OTHER CHARGES				
Federal Retail Excise Tax				
Excise Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type:	5yr Cummins & Allison	3,879.00	-
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			$441,122.00	

Dealer Signature: _____ Customer Signature: _____

Date: 09/06/2022 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Quote #: 202200646
Quote Date: 8/31/2022
Quote Valid Until: 11/16/2022

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone: (817) 584-1860
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe
Lawrence Garcia
lmgarcia@santafenm.gov

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Wittke Super Duty - CNG	Refuse	75 - 120 days ARC	Santa Fe	$208267.00

Equipment Detail

Quantity	qui ment Desc ription
1	Body Service Hoist
1	Hopper Clean Out Sump with Door Streetside
1	Chromium Carbide Packer Shoes and Rails
1	Hardox 450 Hopper Liner 3/16"
1	Toolbox on ICC Bumper Aluminium 18"D x 18"H x 24"W (Swing Door)
1	Add. Lights on Tg.: 2/3 Lightbar Central Brake Light Multifunctions Lights (4) (X Pattern)
1	Canopy Pneumatic Lift Cylinder

ntity	
1	Backup Lights Low on Body "B" Pillar LED (2)
1	Backup Lights on Tailgate 2/3 Centered - LED (2)
1	Work Light on Mirror Streetside Facing Hopper - LED (1)
1	Work Light Hopper Streetside - LED (1)
1	Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)
1	Overheight Alarm
1	Throttle Advance Control
1	Fire Extinguisher 20 lbs (1) on Rubrail Streetside (Rear) Vertical
1	Ground Level Grease - Packer Side and Body Front Wall
1	CAUTION VEHICLE STOPS STICKER 74.5 X 23.5 "
1	Work Light Behind Packer LED (1)
1	Anti Sail Mudguards
1	Dual Zone Defense Cameras (2) With Heater/Without Shutter
1	CNG System Roof Mounted - 5 Tanks 75 DGE
1	CNG Filling Port on Front Bumper Streetside
1	Ignition Interlock on Streetside Front Bumper Filling Port Cap
1	Packer Cylinders Nitrided with Durascope Shavers
1	Single Denison Vane Pump - Front
1	Color Paint

Additional Requests

1	Wittke Super Duty

1	CES

Terms and Conditions

Please read carefully. This quote becomes a sales order if signed by customer. Please, notify of any changes needed within five (5) days of signing.

X _____ Date: _____

Lawrence Garcia or Company Representative

By signing I confirm I have read and understand the terms and conditions on this Order.

Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BRUCKNER TRUCK SALES, INC DBA BRUCKNER'S TRUCK & EQUIPMENT

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8101 DAYTONA RD NW

Requester's name and address (optional)

6 City, state, and ZIP code

ALBUQUERQUE, NM 87121

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-		

or

Employer identification number

7	5	-	0	9	7	2	8	2	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1.1.2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Signature: Shirlene Sitton
Shirlene Sitton (Sep 12, 2022 08:58 MDT)

Email: sesitton@santafenm.gov

Signature:
Shannon Jones (Sep 12, 2022 09:06 MDT)

Email: swjones@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMO

Date: September 23, 2022

To: Joann Lovato, Purchasing Officer

Via: Shannon Jones (Sep 23, 2022 15:35 MDT)
_____
Shannon Jones, Public Utilities Department Director

From: _____
Jesse Roach, Water Division Director

ISSUE

Approval of Sub-Contractors listed in the proposal for a Contract with ESA Construction.

BACKGROUND

As requested, Staff is submitting written notice of their approval of all the sub-contractors listed in the contract proposal from ESA Construction, Exhibit A of the contract. The contract procurement is through the SWPA # 00-00000-20-00110 for upgrades to the City of Santa Fe's Public Utilities Building located at 801 W. San Mateo Road to make the building more accessible to customers and employees with disabilities.

Item#_____
Munis Contract# **3203642**

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 **ESA Construction Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto:

The Contractor shall perform all the work required by the Contract Documents for Construction project upgrade at Public Utilities - Water Division 801 W. San Mateo (SWPA 00-00000-20-00110).

Contractor shall provide services for new compliant parking and walkway to provide wheelchair accessible path to front door, new compliant landing at rear door with assisted door opener, new accessible lift and lift vestibule in storage area, dismantle existing metal stair, and to convert existing non-compliant restrooms on 2nd floor to single uni-sex/family restroom in the Water Division's building at 801 San Mateo Road in Santa Fe, New Mexico, 87505.as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed. **The total amount payable to the Contractor under this Agreement, including Alternates (if needed) gross receipts tax and expenses, shall not exceed two hundred eighty-four thousand one hundred thirty-four dollars and two cents ($284,134.02) and as described in Exhibit "A" attached hereto. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 Cityship 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 NMSA 1978, sec. 38-3-2. 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:

City of Santa Fe
Public Utilities Department
Water Division
Attn: Jesse Roach Water Division Director
801 W. San Mateo
Santa Fe, NM 87505
jdroach@santafenm.gov

To the Contractor:

ESA Construction, Inc.
3535 Girard Blvd., NE
Albuquerque, NM 87107

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.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following 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 City; 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 City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. 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 City the amount specified in section 108.8 Liquidated Damages in the 2014 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.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City 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 City. In addition, the Contractor shall provide to the City 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.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 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.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. 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 City 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.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. 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 City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

E. 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.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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:
ESA Construction, Inc.

Steven C Pannell
NAME Steven C. Pannell

Vice-President
TITLE

DATE: September 14, 2022
CRS# 03-162628-009
Registration # 117760

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 13, 2022 13:33 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR
5050395.572970 AH
Org. Name/Org# AH

ESA Construction, Inc.
3435 Girard Blvd. NE Albuquerque, NM 87107
505 884-2171

8/26/2022

Project: COSF Water Division Upgrades	**Price Agreement: 00-00000-20-00110**		
801 San Mateo Road, Santa Fe NM 87505			
Trade	Hourly Rate	Estimate Quantity	Total
Superintendent	$70.00	500	$35,000.00
Journeyman or Experienced Worker	$54.00	720	$38,880.00
Laborer	$38.00	680	$25,840.00
Subcontractors			
Quality Elevators & Lifts of NM LLC			$36,200.00
Plumbing & HYAC - ICON Plumbing Solutions			$33,163.00
Alive Electric, Inc.			$9,900.00
Accustripe, Inc			$5,000.00
Bonds			$2,720.00
Permit			$776.00
		Materials	
Description/ Material			Total
General Conditions - Toilet, Cleaning, Truck, Trash			$11,713.00
Materials Testing - Soil, Concrete			$3,000.00
Demo			$5,970.00
Earthwrok			$2,450.00
Concrete			$8,252.00
Steel Railings			$16,150.00
Rough Carpentry			$150.00
Doors & Hardware			$3,810.00
Gypbd Partitions			$4,664.00
Flooring			$2,000.00
Paint			$1,000.00
Toilet Accessories			$1,690.00
Auto Door Operator			$6,000.00
Fire Sprinkler			$7,500.00
Job Sign			$500.00
Sub Total			**$262,328.00**
		NMGRT 8.3125%	$21,806.02
Scope: ESA Construction to provide labor, material, equipment and supervision for a complete job to		**TOTAL**	**$284,134.02**

Company Name: ESA Construction, Inc.

Name: Steve Pannell

Signature: pp

Date: 8/26/2022

SAVARIA V-1504 SHAFTWAY WHEELCHAIR LIFT PROPOSAL

ELEVATOR CONTRACTOR:
Quality Elevators and Lifts of New Mexico, LLC.
9680 Eagle Ranch Rd. Suite#3
Albuquerque, NM 87114
505-639-5921

OWNER/MANAGER:
Kurt Schlough
kurt@esaconstruction.com
505-362-1878

JOBSITES:
Santa Fe Public Utilities Water Division
801San Mateo Road
Santa Fe, NM 87505

INSTALL TO **START:**

Install Date:_TBD

EQUIPMENT: Savaria SHAFTWAY V-1504 Vertical Platform Lift:

- Platform **Size:.....42" x 60" 90 degree exit**
- Travel Height:..... .. -11' Feet
- Color:.....Powder Coated Almond Beige
- Drive Type/Speed:.....Roller Chain Hydraulic/20 FPM,
- Doors:.....80" fire-rated Prodoor with automatic operators
- Hall/Call Stations:.....Frame Mount Keyed on/off
- Ramp or Pit:.....3" Pit
- Safety Devices:.....Gate Interlocks, Emergency Stop & Alarm
  Power Requirement:..... 110 vac, 20 amp, Single Phase w/Battery Lowering
- Warranty:.....Manufacturer Standard Three (3) year warranty on parts
  One (1) Year Labor Warranty

Cost for Equipment and Installation:.....Total: **$ 36.200.00**
Plus applicable taxes.....--"" :rax: $ 3.054.33

Down Payment: - 50% of the total purchase price plus applicable taxes (not included in price).
(equipment ordered).
Final Payment: The remainder of the contract amount plus any work orders changes not included in original pricing when lift is delivered.

CANCELATION POLICY: *In the event the owners' plans change to unforeseen circumstances, after acceptance of proposal and equipment has been placed into production, a cancelatlon fee of 15'6 total contract price will be applied, the remaining deposit will be refunded to the owner.*

SCHEDULE:

Provide shop drawings after contract signing: .....2 day
Fabrication of equipment: ..... 8 weeks
Shipping of equipment:.....1 week

Initial:__ _

Icon Plumbing Solutions, LLC (IPS)
License # 387429
Albuquerque, New Mexico
Derek Perea
(505) 934-7702
DP@IconPlumbingSolutions.com
Public Works # 24756852972018

8/01/22
City of Santa Fe Public Utilities

Icon Plumbing Solutions LLC is pleased to offer the following quote to install the HVAC and Plumbing systems for the project referenced above per documents dated 5-03-22. Please let us know if you have any questions or concerns:
Addendums acknowledged: None

Plumbing Inclusions:

- Insulation and plumbing rough in, top out, and trim per drawings dated May 03, 2022
- The purchasing, installation, and warranty of all new domestic water and sanitary systems shown.
- Site utility piping/plumbing not included
- Existing tie ins or connections shall be made a maximum of 10' from connection depicted.
- Demo of existing plumbing piping specified.
- The purchasing, installation, and warranty of plumbing fixtures as specified
- The insulating of piping for necessary systems
- All testing of installed systems
- Plumbing Permit.
- Standard 1-year warranty.
- Prevailing wages & Certified Payroll.

Plumbing Exclusions:

- The installation, removal, or maintenance of any utility piping/systems and trenching outside of the building footprint (up to five-feet).
- 6pm-6am working hours
- Purchase of any fixtures or equipment not shown on plumbing schedule.
- The purchasing and installation of any Fire Suppression equipment or piping.
- Carpentry; Backing; Core drilling; Concrete/asphalt cutting, removal, replacement, or patching; Housekeeping pads; Painting and paint preparation; fire or sound proofing, Starters, VFD's, & disconnects; Low voltage wiring, Floor openings, wall openings, painting of rooftop gas piping, roof openings and opening frames; Temporary covers for penetrations; Any and all roof work including patching, temporary waterproofing, and warranty; Installation of architectural access doors; Temporary facilities, warranty of existing fixtures or systems, not responsible for supplying flow control valves for hydronic systems/equipment. Quick Shipping; Fire stopping of penetrations through rated construction; Trash disposal fees; Engineering; Seismic Control; Commissioning; Allowances; CAD file fees; BIM; Coordinated shop drawings; Overtime, Gross receipt taxes; and Bond. Controls

HVAC Inclusions:

• Demolition of existing HVAC system as shown.
• Provide and install the equipment and air distribution as scheduled.
    o 1 Greenheck Ceiling Exhaust Fan
    o 1 Titus Supply air register
• Provide and install the ductwork for the systems shown, per SMACNA standards.
• Insulation of ductwork as required.

General Inclusions

• Prevailing wages.
• Certified Payroll.

• HVAC Permit.
• Standard 1-year warranty.

HVAC Exclusions:

All Plumbing and piping scope; All Electrical work; Starters, VFD's, & disconnects unless specifically listed with equipment; Low voltage wiring other than for temperature control; Ductwork Smoke Detectors and wiring; Fire/Smoke dampers unless specifically shown; Return air sound boots: Acoustical duct liner unless specifically shown and noted on the drawings; Demolition not shown on mechanical and plumbing sheets; Temporary protection of existing spaces; Temporary ventilation; Temporary partitions; Temporary plumbing/HVAC work; Hazardous material abatement; Carpentry; Backing; Core drilling; Concrete/asphalt/CMU wall cutting, removal, replacement, or patching; Formed concrete or rebar; Housekeeping pads; Painting and paint preparation; Ceiling and/or wall removal and replacement; Floor openings, wall openings, roof openings and opening frames; Temporary covers for penetrations; Structural roof curbs; Any and all roof work including patching, temporary waterproofing, and warranty; Architectural louvers; Installation of architectural access doors; All fire protection; Temporary facilities; Correction of code violations on existing systems; Maintenance, repairs, warranty of existing & owner furnished systems and equipment; Furnishing parts or connections to owner provided equipment/appliances; Quick Shipping; Fire stopping of penetrations through rated construction; Trash disposal fees; Engineering; Seismic Control unless specifically shown; Commissioning;; CAD file fees; BIM; Coordinated shop drawings; Overtime; Gross receipt taxes; Prevailing wages; Certified Payroll; and Bond.

Payment Terms & Conditions:
-NET 30
-Beneficial usage starts warranty

HVAC and Plumbing Base Total: $33,163.30

Add for TAB if required: $1,515.60

Scheduling: Two weeks advanced notice is required for initial show-up, we will build job schedule into our manpower schedule after that.

Estimators:

Damian Perea - **Plumbing**	505-948-0345
Josh Harrison – **HVAC**	505-328-1387

Thank you for the opportunity to provide this quote
The price is subject to review after 30 days

P.O. Box 23411, Santa Fe, NM 87502
(505)438-9707 (Main Office)
(505)424-3578 (Fax)
License #366666

July 27, 2022

RE: City of Santa Fe Public Utilities/Water Division ADA Upgrades

On the above referenced project, we quote the **base bid price of $9,900.00 + Tax** for the electrical per E Sheets dated May 3, 2022, to include the following:

- Electrical demolition as shown
- Furnish and install fixtures and occupancy sensors
- Power only for one exhaust fan and one ADA lift at ground floor (furnish, install and ducting by others)
- (3) 15' ¾" Conduit stubs only for card readers and cameras (furnish and install by others)
- Conduit and wire
- Scale Wage
- Electrical permit with inspections for same

We exclude disconnect/remove/reinstall solar array controller and solar panels (by others), cut, patch, paint, tax, demolition and removals (except as shown on E sheets), scissor lift/scaffolding, abatement, support wires for seismic bracing (painted red), spare material, unforeseeable field conditions, engineering fees, dumpster, sawcut and repair asphalt/concrete/floors, lightning protection, core drill, access panels, channeling, allowances, bid bond premium, utility fees, control wiring, temporary power/temporary lighting, roof jacks/roof penetrations and overtime.

This price is firm for thirty days. Alive Electric shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the Covid-19 pandemic or any future epidemic, and customer shall not be entitled to any damages resulting thereof.

Thank you for the opportunity to present this proposal. If you have any questions, please feel free to contact us at (505)438-9707, and we will be happy to assist you.

Respectfully submitted,

Henry D. Sena or April Montoya
President Vice President

ACCU$TRIPE, INC.
332 Muriel NE
Albuquerque, NM 87123
Phone: 505-29 ;15"29

Email: estimatin @accustripe.com
Federal ID# 85-0339172
NM State ID 02-042485000
NM Contractors License #: 25282 GA98 - GF01
NM Public #002536620120928 expires 9-28-22
NM Residential# LO578883904

Quotatio11

Quote Number
51121
Quote Dat•
Jul 20, 202

Job#: 51120

Project Name:
SANTA FE PUB UTILITIES WATER DIV IMPROVEMENTS
801 SAN MATEO RD
SANTA FE, NM

Bid Date: 7.26.22
Addenda Acknowledged: NONE

PAVEMENT MARKING SERVICES SINCE 1980!

Quantity	Unit	Description	Unit Price	Total
1	<Eac	**RENOVATION OF EXISTING PARKING AREAS: REMOVAL, PAVEMENT MARKINGS, SIGNAGE AND BUMPER BLOCKS**		
		*		
		REMOVAL OF EXISTING PAVEMENT **MARKINGS**		
3751	LF	ERADICATE PAVEMENT MARKINGS: STALL LINES AND CROSSHATCHING		
2	EA	ERADICATE OBSOLETE HANDICAPPED STENCIL		
		*		
		PAVEMENT **MARKINGS: LAYOUT AND STRIPE NEW DESIGN AFTER ERADICATION**		
7	EA	**PARKING** SPACES - SINGLE LINE		
2	EA	HANDICAPPED SYMBOLS -BLUE BOXED PER ADA		
2	EA	HANDICAPPED ACCESS AISLES WITH 12" NO **PARKING** STENCIL		
400	LF	CROSSHATCHED AREAS		
1	EA	STENCIL-12" - "LOADING ZONE"		
1	EA	STENCIL-12" - "PASSENGER DROP OFF"		
3	EA	STENCIL-8" - "COMPACT" - NOT ON PLAN INCLUDE AT SPACES <8.5' WIDE		
		*		
		FURNISH AND INSTALL - 6' CONCRETE BUMPER BLOCKS IN ASPHALT		
	A	REMOVE AND DISCARD EXISTING 6'		

Above prices do not include applicable sales tax. Owner/ GC to Pay Applicable sales tax unless a Non-Tax Certificate is provided.

Subtotal	Continued
Sales Tax	Continued
Total	Continued

Thank you for the opportunity to bid!If

Accu§1JUPE,INC.

332 Muriel NE
Albuquerque, NM 87123
Phone: 505-296 15'29

Email: estimating.@accustri e.com
Federal ID# 85-0339172
NM State ID 02-042485000
NM Contractors License #: 25282 GA98 - GF01
NM Public #002536620120928 expires 9-28-22
NM Residential# LO578883904

Quotatio11

Quote Number
51121
Quote Date
Jul 20, 202

Job#:

Project Name:
SANTA FE PUB UTILITIES WATER DIV IMPROVEMENTS
801 SAN MATEO RD
SANTA FE, NM

Bid Date: 7.26.22
Addenda Acknowledged: NONE

PAVEMENT MARKING SERVICES SINCE 1980!

Quantity	Unit	Description	Unit Price	Total
		BUMPER BLOCKS *		
21	EA	REMOVE AND DISCARD EXISTING HANDICAP SIGN AND POST FROM LANDSCAPED SURFACE		
2	EA	FURNISH AND INSTALL HANDICAP SIGNS ON 1 3/4" TELSPAR BREAKAWAY POSTS - IN LANDSCAPED SURFACE (DIRECTION STATES TO INSTALL ATOP EXISTING LOW WALL, WE PROPOSE INSTALLATION IN LANDSCAPED SURFACE *		
1	EA	MOBILIZATION INCLUDED. LUMP SUM TOTAL: *		5,000.00
		1. EXCLUDES REPAINTING OF EXISTING PAINTED CURB (NOT ADDRESSED IN PLAN)		
		2. EXCLUDES REPAINTING OF EXISTING PAVEMENT **MARKINGS** TO REMAIN (REMAINDER OF PARKING LOT)		
		3. ACCUSTRIPE ACKNOWLEDGES THAT THIS PROJECT HAS A PREVAILING WAGE RATE.		
		4. ABOVE PRICES DO NOT INCLUDE APPLICABLE SALES TAX. OWNER/GC TO PAY SALES TAX UNLESS A NON-TAXABLE CERTIFICATE IS PROVIDED. ACCUSTRIPE 02-042485000		

Above prices do not include applicable sales tax. Owner/ GC to Pay Applicable sales tax unless a Non-Tax Certificate is provided.

Thank you for the opportunity to bidltl

Subtotal	5,000.00
Sales Tax	
Total	5,000.00

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMO

Date: **09/20/222222**

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

Via: Emily Oster, Finance Director
Joann Lovato, Purchasing Officer
Shannon Jones, Public Utilities Department Director Shannon Jones (Sep 20, 2022 10:08 MDT)

From: Jesse Roach, Director, Water Division Director
Nancy Jimenez, Utility Billing Division Director NLJ (Sep 20, 2022 09:22 MDT)

ITEM

Contractor selection and funding for upgrades to the Public Utilities Building at 801 W. San Mateo Road.

BACKGROUND

Several upgrades are recommended for City of Santa Fe's Public Utilities Building located at 801 W. San Mateo Road to make the building more accessible to customers and employees with disabilities. These upgrades include

- New parking, ramp, and automatic door opener in the front of the building meeting Americans with Disabilities Act (ADA) requirements (customer access)
- New ramp and automatic door opener in the rear of the building meeting ADA requirements (employee access)
- Mechanical lift in the building to provide ADA compliant access to the second floor for employees and customers
- ADA compliant bathroom on the second floor

The Public Utilities Department has spent approximately $61,000 over the past two years to develop design and obtain building permits for this project. Of three bids received through the Statewide Price Agreement 00-00000-20-00110 based on the design drawings, ESA Construction submitted the low bid of $284,134.02 including NMGRT. ESA Construction is recommended by Spears-Horn, the architecture firm responsible for the design, and City staff was impressed with representatives of ESA Construction at a pre-bid meeting and a recent meeting after bids were received.

PROCUREMENT METHOD:

CONTRACT NUMBER:

The FY23 Munis contract number 3203642

FUNDING SOURCE:

Fund Name/Number: UBD Enterprise Fund / 511

Munis Org Name/Number: UBD Admin/5110351

Munis Object Name/Number: Service Contracts/ 510310

REQUEST

Approval of contract with ESA Construction to perform the proposed upgrades to the Public Utilities Building at 801 W. San Mateo Road at a cost of $284,134.02 to be funded with existing budget.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203642**

Contractor: **ESA Construction Inc.**

Description: To provide several upgrades that are recommended for City of Santa Fe Public Utilities Building located at 801 W. San Mateo to make the building more accessible to customers and employees with disabilities.

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **Upon approval of CM** Term End Date: **06/30/2023**

☑ Approved by Council Date: **Upon approval of CM**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:**

Raymond Scott Gunter (Oct 3, 2022 11:20 MDT) Oct 3, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: ESA Construction is noted as (BR) on the Alpha List in the SWPA.

4. **Funding Source:** **Water/CIP/WIP Construction** **Org / Object:** **5050395.572970**

Andy Hopkins (Oct 3, 2022 10:33 MDT) Oct 3, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Jessica Chavez** Phone # **505.819.8411**

Email: **jjchavez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ESA CONSTRUCTION INC
OBA: ESA CONSTRUCTION INC

Business Location: 3435 GIRARD BLVD NE
ALBUQUERQUE, NM 87107

CRS Number: 02102987003

Owner: ESA CONSTRUCTION INC.

License Number: 233489

License Type: Business License - Renewable

Issued Date: August 30, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: August 30, 2023

Fees Paid: $10.00

ESA CONSTRUCTION INC
3435 GIRARD BLVD NE
ALBUQUERQUE, 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ESA Construction Inc.

Procurement Title: Construciton

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 Water Division Staff Name Jesse Roach

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jesse Roach/Water Division Director

Department Rep Printed Name (attesting that all information included) | Title | Date

Raymond Scott Gunter (Oct 3, 2022 11:20 MDT)

Contracts Supervisor | Oct 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.

DocuSign Envelope ID: 95E45351-7BC4-48D0-A474-013D178A0C34

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(45) Vendors

Number: **00-00000-20-00110**

Amendment No.: **Five**

Term: **July 1, 2020 – June 30, 2023**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

1. **In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2022 to June 30, 2023 at the same price, terms and conditions.**
2. **Vendor Company Change:**
   From: (BO) 0000048657
   Welch's Boiler Service, Inc.
   6060 Isleta Blvd S.W.
   Albuquerque, NM 87105
   505-877-0356

   To: (BT) 0000046206
   Yearout Mechanical, LLC
   Dba Welch's Boiler Service
   8501 Washington NE
   Albuquerque, NM 87113
   505-884-0994
3. **Remove the following requirements of the Price Agreement on Page 13. There will be no further project limits or price agreement limits or requirements on reporting.**
   Compensation Caps:
   The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

   The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

   MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
   The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming

MS

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amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twe ve Mi ion Five Hundred Thousand Do ars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Except as modified by this amendment, the provisions of the Price Agreement sha remain in fu force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 4/29/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Amendment was signed on behalf of the State Purchasing Agent**

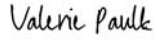
DocuSign

Certificate Of Completion

Envelope Id: 95E453517BC448D0A474013D178A0C34
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Mark Lujan
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Mark.Lujan@state.nm.us
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/29/2022 3:14:21 PM
Holder: Mark Lujan
Mark.Lujan@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to Michael.Saavedra@state.nm.us Using IP Address: 174.205.241.204	Sent: 4/29/2022 3:17:31 PM Viewed: 4/29/2022 3:33:52 PM Signed: 4/29/2022 3:34:36 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Mark Lujan mark.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to mark.lujan@state.nm.us Using IP Address: 164.64.62.10	Sent: 4/29/2022 3:34:37 PM Viewed: 4/29/2022 3:35:11 PM Signed: 4/29/2022 3:35:20 PM
Electronic Record and Signature Disclosure: Accepted: 6/28/2020 9:26:20 PM ID: 62ac3b44-ef29-4902-bd48-b8521647a598		
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Signed by link sent to valerie.paulk@state.nm.us Using IP Address: 67.0.255.220 Signed using mobile	Sent: 4/29/2022 3:35:22 PM Viewed: 4/29/2022 3:36:34 PM Signed: 4/29/2022 3:40:26 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
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Certified Delivered	Security Checked	4/29/2022 3:36:34 PM
Signing Complete	Security Checked	4/29/2022 3:40:26 PM
Completed	Security Checked	4/29/2022 3:40:26 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: ABCAFC7E-BF4F-481E-B1C4-82ECDA2B39AD

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **(AS) 0000049140** **Handiwork, Inc.** **P.O. Box 16388** **Albuquerque, NM 87111** **505-239-5575** **jshuster@swcp.com**

Number**:** **00-00000-20-00110**

Amendment No.**:** **Four**

Term**:** **July 1, 2020 – June 30, 2022**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist**:** **Michael Saavedra**

Telephone No.**:** **505-372-8489**

Email: **Michael.saavedra@state.nm.us**

Title**: General Construction Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately: Change address of (AS) 0000049140 Handiwork, Inc. from 4425 Juan Tabo Blvd. NE #208, Albuquerque, NM 87111 to P.O. Box 16388, Albuquerque, NM 87191.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pauk
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/24/2022

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

DocuSign

Certificate Of Completion

Envelope Id: ABCAFC7EBF4F481EB1C482ECDA2B39AD
Status: Completed
Subject: Please DocuSign: SPD SPA 00-000-20-00110 A004
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 75.161.200.67

Record Tracking

Status: Original
2/24/2022 8:38:42 AM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.31	Sent: 2/24/2022 8:41:41 AM Viewed: 2/24/2022 9:04:14 AM Signed: 2/24/2022 9:04:23 AM
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 75.161.200.67	Sent: 2/24/2022 9:04:25 AM Viewed: 2/24/2022 9:05:16 AM Signed: 2/24/2022 9:05:27 AM
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 97.123.121.182 Signed using mobile	Sent: 2/24/2022 9:05:28 AM Viewed: 2/24/2022 9:06:47 AM Signed: 2/24/2022 9:07:30 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2022 8:41:41 AM
Certified Delivered	Security Checked	2/24/2022 9:06:47 AM
Signing Complete	Security Checked	2/24/2022 9:07:30 AM
Completed	Security Checked	2/24/2022 9:07:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: EAF0C666-E7F4-43ED-9B8F-D22D98BA9906

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number**:** **00-00000-20-00110**

Price Agreement Amendment No**.:** **Three**

Term**:** **July 1, 2020 – June 30, 2022**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law**
Invoice: **As Requested**

Procurement Specialist**:** **Michael Saavedra**

Telephone No**.:** **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title**: General Construction Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

1.) **Awarded vendors are still required to charge the agency or local public body NM Gross Receipts Tax on all projects resulting from this Price Agreement. Gross Receipts Tax is to be a separate line-item on the quote and on all pay applications/invoices.**

2.) **For the section on Compensation Caps, the agency or local public body is not to include gross receipts tax on the four million dollar ($4,000,000) single project limit and the twelve million five hundred thousand dollar ($12,500,000) Price Agreement limit are exclusive of NM Gross Receipts Tax. These limits are for the services themselves and NM Gross Receipts Tax can be added to them.**

3.) **Agencies and local public bodies reporting to the State Purchasing Division, are to only report the total amount of labor plus materials without NM Gross Receipts Tax.**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 10/26/2021

Mark Hayden, New Mexico State Purchasing Agent

X This Amendment is signed on behalf of the State Purchasing Agent.

JDL MS

DocuSign

Certificate Of Completion

Envelope Id: EAF0C666E7F443ED9B8FD22D98BA9906
Status: Completed
Subject: Please DocuSign: 00-00000-20-00110 A003.doc
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Michael Saavedra
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Michael.Saavedra@state.nm.us
IP Address: 174.205.106.17

Record Tracking

Status: Original
10/26/2021 8:30:51 AM
Holder: Michael Saavedra
Michael.Saavedra@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 10/26/2021 8:46:30 AM Viewed: 10/26/2021 12:24:06 PM Signed: 10/26/2021 12:24:48 PM
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.106.17	Sent: 10/26/2021 12:24:50 PM Viewed: 10/26/2021 1:31:11 PM Signed: 10/26/2021 1:32:01 PM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/26/2021 1:32:02 PM Viewed: 10/26/2021 1:36:41 PM Signed: 10/26/2021 1:37:24 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2021 8:46:30 AM
Certified Delivered	Security Checked	10/26/2021 1:36:41 PM
Signing Complete	Security Checked	10/26/2021 1:37:24 PM
Completed	Security Checked	10/26/2021 1:37:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: BCA8D713-04BF-4ED1-B093-2C3E0D419360

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **45 Vendors**

Number**:** **00-00000-20-00110**

Amendment No.**:** **Two**

Term**:** **July 1, 2020 – June 30, 2022**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Procurement Specialist**:** **Michael Saavedra**

Telephone No.**:** **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title**:** **General Construction Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pawlk

Date:3/31/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

Record Tracking

Status: Original
3/31/2021 9:53:13 AM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2021 9:54:22 AM
Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

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C. Withdrawing your consent

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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https://support.docusign.com/guides/signer-guide-signing-system-requirements

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By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number**:** **00-00000-20-00110**

Price Agreement Amendment No**.:** **One**

Term**:** **July 1, 2020 – June 30, 2021**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law**
Invoice: **As Requested**

Procurement Specialist**:** **Michael Saavedra** MS

Telephone No**.:** **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title**: General Construction Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 07/20/20

x **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description			
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

Certificate Of Completion

Envelope Id: 788799FEDE504575B5F43C03A6930CE9
Status: Completed
Subject: SPA 00-00000-20-00110 A001
Source Envelope:
Document Pages: 5
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Travis Dutton-Leyda
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
travis.dutton-leyda@state.nm.us
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/20/2020 2:56:58 PM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JDL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2020 2:58:08 PM
Certified Delivered	Security Checked	7/20/2020 3:36:49 PM
Signing Complete	Security Checked	7/20/2020 3:36:53 PM
Completed	Security Checked	7/20/2020 3:36:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/26/2020

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction
Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com
Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com
Payment Terms: Net 30
Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com
Payment Terms: Net 30 days
Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com
Payment Terms: Net 30
Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com
Payment Terms: Net 30 days
Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred

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thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:
The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine.. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. companies present by name and their number of workers, work location, total man hours that day for each company;
   4. equipment - type, source, units of work done, location of work, hour meter reading;
   5. material brought to site - description, units, quantity, quality, location, time;
   6. visitors to site - name, company, time;
   7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
   8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

   a. Work associated with Punch List(s);
   b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
   c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
   d. as-Built drawings delivered in AutoCAD or electronic format;
   e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
   f. delivery of all warranties required by the Work;
   g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
   h. completed Operations Liability insurance policy certificate, if applicable;
   i. training of staff on all applicable building systems;
   j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
   k. utility transfer to User/Using Agency;
   l. Operations and Maintenance Manuals;
   m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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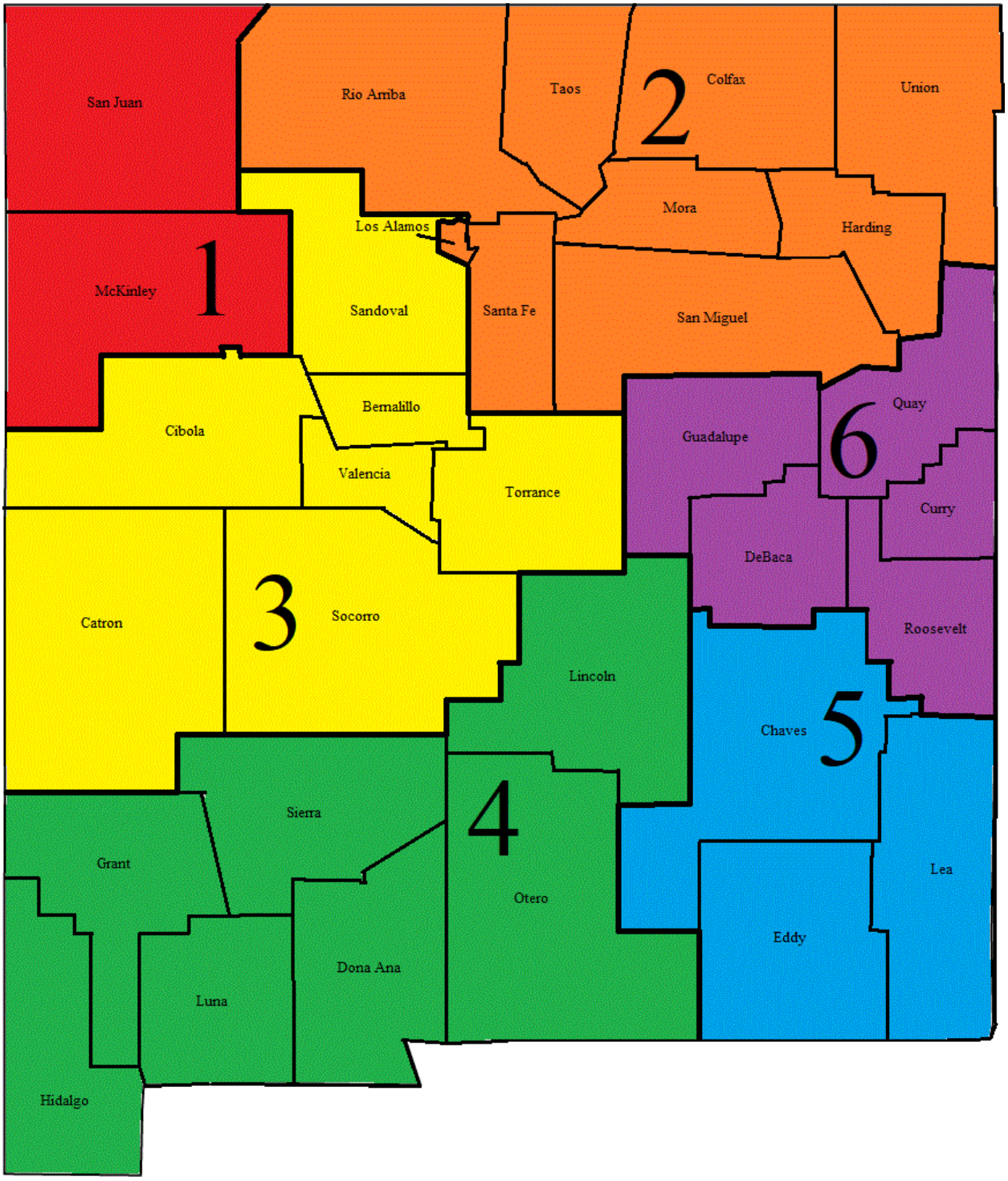

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Items:

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

002 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

003 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

006 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		
Item	Approx. Qty.	Unit	Article Description			

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 | 1 | Hr. | Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 | 1 | Hr. | Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 1 Hr. Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

012 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
012	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

City of Santa Fe, New Mexico
Memorandum

DATE: October 4, 2022

TO: Finance Committee
Quality of Life Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director
Kyra Ochoa (Oct 6, 2022 16:05 MDT)

FROM: Gino Rinaldi, Senior Services Division Director
Gino Rinaldi (Oct 6, 2022 15:37 MDT)

ITEM AND ISSUE:
Request for the Approval of State of New Mexico Aging and Long Term Services Department Capital Appropriation Project Grant Agreement A20E5290 in the Total Amount of $827,000 for the purchase of Mary Esther Gonzales Senior Center Vehicles, term ending June 30, 2024; State of New Mexico Aging and Long Term Services Department; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The Division of Senior Services applied for the 2020 General Obligation Bond to replace outdated senior transportation vehicles.

For older adults, access to transportation is key for aging in place; maintaining their self-independence and high quality of life. Based on the 2017 statistics of senior population residing in the City, about 10% don't own a vehicle, more than 1 and 5 seniors don't drive, over half of senior non drivers stay home on any given day, while 17% of older drivers stay home on any given day. While it is true that almost half of seniors are living with disabilities and cannot drive themselves, about half of those people who have no disabilities still stay at home because they are embarrassed to ask others for rides. A comparison of trip patterns among drivers and non-drivers is also revealing. While non-drivers make 15% fewer trips to the doctor than drivers, they make 65% fewer trips for social, family, and religious purposes. Lack of contact with others has been shown to be detrimental to the emotional well-being of older adults.

CONTRACT NUMBER:
The FY23 Munis contract number is 3203689
PL# COM2324108

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410115, 2410114, 2410113,
Munis Object Name/Number: US AAOa (490715), NMAAOa (490710), Expense Objects Various

ACTION REQUESTED:
Community Health and Safety Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: Mary Esther Gonzales Senior Center Vehicles

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 Anya Alarid

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:

Anya Alarid	Program Manager	10/06/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Oct 11, 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203689**

Contractor: **State of New Mexico Aging and Long Term Services Department**

Description: **2020 General Obligation Bond for the purchase/replacement of Senior Services transportation vehicles.**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **Pend. contract APPRVL** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease: **Grant Agreement A20E5290**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: Oct 11, 2022 Date:

Comment & Exceptions: n.a.

4. **Funding Source:** **Revenue 2410111/490210** **Org / Object:** **Exp. 2410111/ 570950**

Andy Hopkins Andy Hopkins (Oct 11, 2022 14:07 MDT) Budget Officer Approval: Oct 11, 2022 Date:

Comment & Exceptions: _____

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

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this _____day of _____, _____, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chp. 84, Section 10, Subsection A, Paragraph 91 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

A20E5290 $827,000 APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 91, eight hundred twenty-seven dollars $827,000 to purchase and equip vehicles for the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation eight hundred twenty-seven dollars $827,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, zero dollars $0.00, which equals eight hundred twenty-seven dollars $827,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
   b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name:	Gino Rinaldi
Title:	Director
Address:	PO Box 909 Santa Fe NM 87504
Email:	earinaldi@santafenm.gov
Phone:	505-955-4710

Name:	Anya Alarid
Title:	Program Manager
Address:	PO Box 909 Santa Fe NM 87504
Email:	aalarid@santafenm.gov
Phone:	505-955-4744

Department:	Aging and Long-Term Services Department
Name:	Barbara J. Romero
Title:	Capital Projects Bureau Chief
Address:	2550 Cerrillos Rd., Santa Fe, NM 87505
Email:	barbara.romero@state.nm.us
Telephone:	505-365-3660

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** "expended" and an "expenditure" has ***not*** occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
request such additional information regarding the Project as it deems necessary; and
conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified

by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: _____
ALTSD Cabinet Secretary

By: _____ Date: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: _____
ALTSD Chief Financial Officer

EXHIBIT 1

ALTSD CAPITAL OUTLAY GRANT

MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE: _____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number: _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse[1] Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** **City of Santa Fe**
2. **Project Title:** Senior Center Vehicle
3. **Grant Agreement Number: A20E5290**
4. **Background Narrative**: Vehicle Replacement

5. **Work Plan**: Purchase 6 sedans and 3 SUV's
   Purchase 2 12- passenger Vans
   Purchase 5 15-passenger Wheelchair Vans
   Purchase 1 Hot Shot Meals on Wheels Truck

Based on pre-covid ridership about 10% of seniors do not own a vehicle; 1 in 5 do not drive; over half of the Senior non-drivers stay home on any given day, while 17% of older drivers stay home on any given day. Over 50% of seniors have chronic illnesses and/or disability and the provision of transportation services seniors provides them with a safe and cost-effective alternative.

6. **Budget Detail**:

Project Cost Activities *(These are only examples .Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		$666,924
Other Costs (specify)Radios, and cameras		$160,076
Totals		**$827,000**

7. **Performance Measures**: Providing 38,000 rides to over 600 riders

8. **Results Expected**: Will provide door to door transportation services to seniors within the city of Santa Fe city limits. Services such as, medical appointments, pharmacy, to and from centers for meals, shopping, etc., will be provided M-F 8-4.

9.

Time Frame/ Milestones: *(These are only examples. Insert milestones specific to the proposed project.)*	*(Project the month & year for each milestone)*
RFP/Quotes Secured	November 2022 (State price agreement)
Bid Closing	
Bid Award to Contractor/Vendor	March 2023
Purchase/Install Equipment	(Depending on the delivery of vehicles)
Project Completion & Review	June 2024
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	Once product has been received

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Gino Rinaldi
Title: Director
Address: PO Box 909 Santa Fe NM 87504
Email: earinaldi@santafenm.gov
Phone: 505-955-4710

Name: Anya Alarid
Title: Program Manager
Address: PO Box 909 Santa Fe NM 87504
Email: aalarid@santafenm.gov
Phone: 505-955-4744

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date 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 (Aug 25, 2022 13:18 MDT)

_____

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____

EMILY OSTER, FINANCE DIRECTOR

2410111.570950

_____ AH

AH

ORG/OBJECT

City of Santa Fe, New Mexico
Memorandum

DATE: October 4, 2022

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

VIA: Layla Archuletta-Maestas, Deputy City Manager Layla Archuletta-Maestas
Bobbi Huseman, C.M. Interim Airport Manager BH

FROM: James Garduno, Facilities Project Administrator JG

ITEM AND ISSUE:
Request Approval of Contract Amendment #1 to Extend the Term of the Services Agreement for the construction at Santa Fe Regional Airport With No Change in the Total Cost of $21,406,646.88 including NMGRT; Bradbury Stamm Construction, Inc.; James Garduno, Project Administrator, 505-670-3232, jdgarduno@santafenm.gov

BACKGROUND AND SUMMARY:
The Airport terminal has needed expansion and repairs for many years. An engineer was selected and completed full expansion plans were produced. Bradbury Stamm Construction, was selected to perform construction and administration on this project. The contractor received notice to proceed November 8, 2021. Due to the COVID-19 epidemic, material chain issues occurred and the contractor was not able to start construction right away. The original construction period was three hundred sixty (360) calendar days. At this time, Bradbury Stamm Construction has requested 118 additional calendar days to complete the project.

An extension of the contract term to March 1, 2023, is being requested. The total contract amount remains $21,406,646.88, including NMGRT.

CONTRACT NUMBER:
The Munis contract number is 3203030.

FUNDING SOURCE:
Project: Airport Terminal Expansion
Munis Org Name/Number: Airport-Capital Project/5450407
Munis Object Name/Number: WIP Construction/572970

COMMITTEE MEETINGS:
Finance: October 17, 2022
Public Work: October 24, 2022
Governing: October 26, 2022

ATTACHMENTS:
Contract Amendment#1
Certificate of Insurance
Business License
Procurement Checklist
Summary of Contracts
Original Contract 21-0552 (Complete packet)

Item#: **21-0552**
Munis Contract#: **3203030**

CITY OF SANTA FE
AMENDMENT No. 1
TO CONSTRUCTION AGREEMENT
ITEM# 21-0552

This AMENDMENT No. **1** (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 13, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the work as noted in the specifications and construction drawings

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

1. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is hereby amended to increase the term by **118** calendar days as follows:

"Substantial completion shall be achieved not later than four-hundred and seventy eight (478) calendar days after the date of the written "Notice to Proceed", except as hereafter extended by a valid written change order by the Owner."

2. TERM:

Article 11 of the Agreement is hereby amended, so that Article 11 reads as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY OWNER. This Agreement shall be approved by the OWNER and terminate on **June 30, 2025**. The OWNER reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of four years in accordance with NMSA, 1978 Sections 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
Bradbury Stamm Construction, Inc
Cynthia Schultz
Chief Executive Office

DATE: 10/5/22
CRS# 01-107413-00-9
Registration # 227459

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 4, 2022 08:09 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

_____
Org and Object

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2022

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	**CONTACT NAME:** IMA Denver Team **PHONE (A/C, No, Ext):** 303-534-4567 **FAX (A/C, No):** **E-MAIL ADDRESS:** DenAccountTechs@imacorp.com
INSURED BRADSTA1 Bradbury Stamm Construction, Inc. 7110 2nd Street NW Albuquerque NM 87107	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Mutual Fire Insurance Company 23035 **INSURER B :** The Cincinnati Insurance Company 10677 **INSURER C :** Employers Insurance Company of Wausau 21458 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1115124126 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X PD Ded: $5,000 X CL, XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			TB2Z91466584032	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS2Z91466584022	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXS 0576336	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCCZ91466584012	5/1/2022	5/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Automobile Physical Damage			AS2Z91466584022	5/1/2022	5/1/2023	Deductibles Comprehensive Collision	 $5,000 $5,000

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

Builders Risk Coverage: Policy #QT6608F330853TIL22
Effective Dates: 05/01/22-05/01/23 Insurer: Travelers Property Casualty Co of America
$5,000,000 Frame Limit; $5,000,000 Joisted Masonry Limit; $60,000,000 Non-Combustible Limit;
$60,000,000 Masonry Non-Combustible, Modified Fire Resistive, or Fire Resistive Limit
$15,000,000 Roadwork, Utility Work, Site Work Limit; $5,000,000 Solar Installation Limit; $1,000,000 Temporary Storage Limit;
$1,000,000 Property in Transit Limit
$5,000 Deductible

See Attached...

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Avenue
P.O. Box 909
Sante Fe NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda Vinsant

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BRADBURY STAMM CONSTRUCTION CO
DBA: BRADBURY STASMM CONSTRUCTION CO

Business Location: 7110 2ND ST
ALBUQUERQUE, NM 87107

CRS Number: 01107415009

Owner: JAMES KING

License Number: 227459

License Type: Business License - Renewable

Issued Date: August 29, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: August 29, 2023

Fees Paid: $10.00

BRADBURY STAMM CONSTRUCTION CO
7110 2ND ST NW
ALBUQUERQUE, NM 87107

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bradbury & Stamm Construction, Inc.

Procurement Title: Services Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Santa Fe Regional Airport Staff Name James Garduno

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

James Garduno	Project Administrator	9/22/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Oct 11, 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.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203030**

Contractor: **Bradbury Stamm Construction, Inc.**

Description: **Request Approval of Contract Amendment #1 to Extend the Term of the Services Agreement for the construction at Santa Fe Regional Airport With No Change in the Total Cost of $21,406,646.88 including NMGRT**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **November 8, 2021** Term End Date: **March 1, 2023**

☐ Approved by Council Date: _____

Contract / Lease: **Contract Amendment**

Amendment # **1** to the Original Contract / Lease # **21-0552**

Increase/(Decrease) Amount $ **no change**

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)
Original Contract #21-0552, approved by Mayor October 14, 2021
Amendment #1 to extend term of contract, no change in amount

3. **Procurement History:** **RFP**

Purchasing Officer Review: Date: Oct 11, 2022

Comment & Exceptions: Extending term

4. **Funding Source:** **Airport Terminal Expansion** **Org / Object:** **5450407.572970**

Andy Hopkins
Andy Hopkins (Oct 11, 2022 14:06 MDT)
Budget Officer Approval: Date: Oct 11, 2022

Comment & Exceptions: _____

Staff Contact who completed this form: **James Garduno** Phone # **505-795-2439**

Email: **jdgarduno@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITEM #21-0552

CITY OF SANTA FE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 14th day of Oct., 2021, by and between the parties as follows:

Awarded Contractor(s):
Bradbury Stamm Construction, Inc.
7110 Second Street NW
Albuquerque, NM 87107

Contract Number: #3203030

Ship To:
All City of Santa Fe Departments and Political Subdivisions allowed by Law

Title: Santa Fe Regional Airport Terminal Building Expansion Bid # 22/14/B

Invoice To:
City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Payment Terms: Net 30

F.O.B.: Destination

Term:

Delivery: As requested by Department

Chief Procurement Officer:
Fran Dunaway

Telephone No: 505-955-6432

Email: fadunaway@santafenm.gov

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 (Repl.Pamp.1997), Municipal Charter and Code of Ordinances City of Santa Fe, New Mexico; and

WHEREAS, the Owner has let this contract according to the established Purchasing procedures pursuant to Chapter 13 NMSA 1978 for Contracts of the type and amount; and

WHEREAS, the award of the Construction Contract on this Project was approved by the City of Santa Fe Governing Body.

The OWNER and the CONTRACTOR agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

ITB # 22/00/B	Notice to Proceed
This Agreement	Conditions of the Contract (General 7000, Supplementary, 8000, and Other Conditions)
Performance Bond	Drawings
Labor and Material Payment Bond	Certificate of Insurance
Technical Specifications	
All Addenda Issued Prior to, and all Modifications	

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". Substantial Completion shall be achieved not later than three hundred and sixty (360) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Two Hundred and Fifty Dollars ($ 250.00) per consecutive calendar day, not as a penalty, but as liquidated damagesfor such breach of this Contract.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Nineteen Million Seven Hundred and Forty-One Thousand Dollars and no Hundredths ($19,741,000.00).

The Contract sum is determined as follows:

Lump Sum Nineteen Million Seven Hundred and Forty-One Thousand Dollars and No Hundredths ($19,741,000.00), exclusive of New Mexico Gross Receipts Tax.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account, of the Contract Sum, to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the Owner, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all

incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

ARTICLE 6

FINAL PAYMENT

Final, payment, constituting the entire undisputed, unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within ten (10) days after notification of the Owner, by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7

GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof, and by the City of Santa Fe, as the same from time to time exist.

7.2 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until:

A. Approved by the Governing Body of the City of Santa Fe ; and
B. Signed by all parties which are required to sign this Agreement.

7.6 The Contractor and his agents and employees are independent contractors, and are not employees of the City of Santa Fe. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the City of Santa Fe, as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind the City of Santa Fe to any obligation not assumed herein by the City of Santa Fe unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Santa Fe
Santa Fe Municipal Airport
200 Lincoln Ave.
Santa Fe, New Mexico 87504
Telephone: (505)
Email:

THE CONTRACTOR:

Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, New Mexico 87107
Telephone: (505) 765-1200
Email: CSchultz@bradburystamm.com

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

7.10 **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.11 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.12 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

7.13 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.14 **Separability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.15 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be

construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.16 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.17 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.18 **Words and Phrases.** Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.19 **Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.20 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.21.1 The following documents bound in the Project Manual dated: September 20, 2021

DOCUMENTS (if not applicable insert N/A)	**PAGE**
Bid Form	35
Agreement between Owner and Contractor	107
Performance Bond	119
Labor and Material Payment Bond	
Agent's Affidavit	*Accompanies Bid
Certificate of Insurance	*Accompanies Bid
Assignment of Antitrust Claims	
Notice to Proceed	135
General Conditions	139
Supplementary Conditions	193
Addenda and Modifications	

SPECIFICATIONS (if not applicable insert N/A)	**See Technical Specifications**
Division 1 - General Requirements	
Summary of Work	Section 01 10 00 – Summary
Definitions and Standards	Section 01 42 00 – Reference Standards
Reporting and Payment	Section 01 29 00 – Payment Procedures
Procedures and Controls	Section 01 33 00 – Submittal Procedures and Section 01 45 00 – Quality Control
Submittals	Section 01 33 00 – Submittal Procedures
Temporary Facilities	Section 01 50 00 – Temporary Facilities and Controls
Products and Substitutions	Section 01 60 00 – Product Requirements
Project Close out	Section 01 78 00 – Closeout Submittals

7.21.2 The following Drawings, dated: September 20, 2021

7.21.3 Addenda (if not applicable insert N/A)

No. 1 Date: September 13, 2021

No. 2 Date: September 15, 2021

No. 3 Date: September 20, 2021

7.22 A potential contractor, or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

8. **Appropriations**

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

9. **Release**

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

10. **New Mexico Tort Claims Act**

Any liability incurred by the Owner in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Owner and its "public

employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

11. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE OWNER. This Agreement shall begin on date approved by the Owner, and end on June 30, 2025. The Owner reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

12. **Termination**

A. Grounds. The Owner may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Owner's uncured, material breach of this Agreement.

B. Notice; Owner Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 12.A and 8, the Owner shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give Owner written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Owner's material breaches of this Agreement upon which the termination is based and (ii) state what the Owner must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Owner does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Owner does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Owner; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Owner; or (iii) the Agreement is terminated pursuant to Paragraph 8, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Owner's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

13. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

REVIEWED:

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Oct 14, 2021

CONTRACTOR:

Bradbury Stamm Construction, Inc.
Cynthia Schultz
Chief Executive Officer

DATE: 10/7/21

CRS#01-107415-00-9

Registration #227459

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 10/13/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 8, 2021 09:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org Name Org#

VOTE SUMMARY

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 10/03/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Transportation Project Fund Grant Agreement in the Total Amount of $1,000,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing Project Identified as Control # HW2LP50039; New Mexico Department of Transportation, (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $950,000 for the Engineering Design of the Arroyo de Los Chamisos Crossing

Committee Review:
Finance Committee: 10/03/2022
Public Works & Utilities Committee: 10/11/2022
Governing Body: 10/12/2022

Item Type - contract

Item Owner - Romella Glorioso-Moss

Item Sponsor -

Item Tracking Number - 22-15994

Motion Type - Postpone to a Date Certain

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - tabled

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

VOTE SUMMARY

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: September 21, 2022

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Sep 21, 2022 16:16 MDT)
Regina Wheeler, Public Works Department Director

FROM: Romella Glorioso-Moss, PhD, AICP, CPO, Public Works Capital Projects Manager

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ACTION ITEMS:

Request for the Approvals of NMDOT Cooperative Agreement and associated Budget Amendment Request (BAR) for accepting Local Government Road Fund in the total amount $1,000,000 for Control # HW2LP50039 for the Arroyo de Los Chamisos Crossing Project. (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov ;505-955-6623)

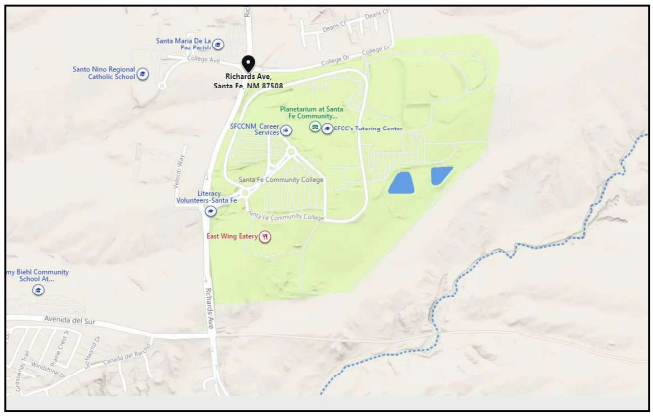
ITEM A.) Request for the Approval of a Transportation Project Fund Grant Agreement with the New Mexico Department of Transportation for the Engineering Design of the Arroyo de los Chamisos Crossing Project Identified As Control #HW2LP50039 in the Total Amount of $1,000,000; New Mexico Department of Transportation

ITEM B.) Request for the Approval of A Budget Adjustment Resolution (BAR) in the Total Amount of $950,000 for the Engineering Design of the Arroyo de los Chamisos Crossing Project with Project ID EN193300D under Org/Obj 3559980/572960

BACKGROUND AND SUMMARY:

Richards Avenue is the principal gateway to the Santa Fe Community College District (Figure 1). Currently, it extends from the southern tip of Rancho Viejo to Rodeo Road but just north of Rodeo Road, it dead ends and does not cross the Arroyo de los Chamisos (Arroyo). A proper crossing of the Arroyo has long been a deterrent to north-south travel moving through this area of Santa Fe.

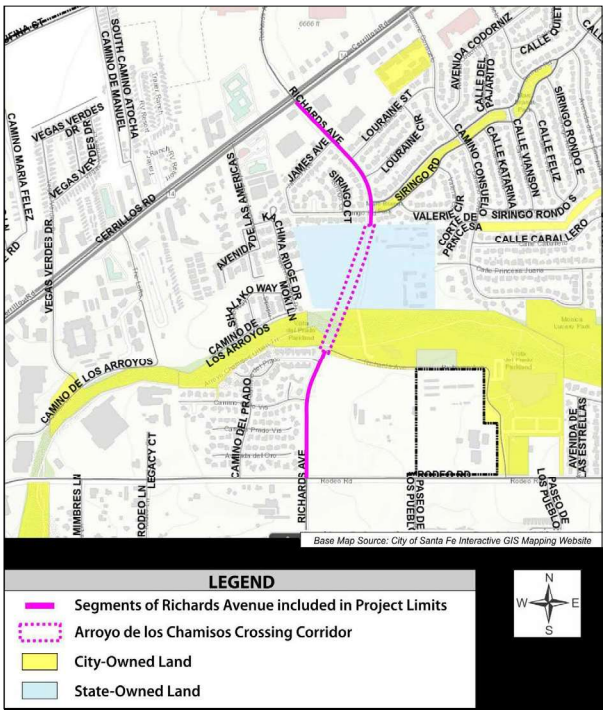
Figure 1 Richard's Avenue and the Santa Fe Community College



In 2010, the state legislature requested the New Mexico Department of Transportation (NMDOT) to evaluate the effect of extending a connection across the Arroyo. The study confirmed that it would draw local traffic from the surrounding road connections reducing traffic on Avenida de las Campanas, Camino Carlos Rey, Governor Miles Road, Zafarano Drive and Zia Road.

In 2018, the City Council approved Resolution 2018-60 allocating funding to conduct an alignment study in accordance with NMDOT's Location Study Procedures. Phase 1 of the project, completed in May 2022, evaluated the roadway alignment alternatives and improvements. The Project Consultants propose extending Richards Avenue for approximately one mile linking two major arterials in Santa Fe - Rodeo Road (NM 300) to the South and Cerrillos Road (NM 14) to the North (Fig. 2). The proposed project will increase multi-modal access for local residents as well as others traveling through the project area. Further, it would result in balancing traffic traveling between Rodeo Road and Cerrillos Road. As Santa Fe continues to grow and traffic demand increases, additional north/south capacity will be needed to distribute the demand on multiple streets to help manage congestion.

Figure 2 The Preferred Alignment



The proposed improvements will cross two arroyos (Arroyo de los Chamisos – major crossing; Arroyo de los Pinos – minor crossing) which will require structures for vehicular and multi-modal travel over the arroyos and to allow storm water to pass under and through the structures. The conceptual roadway improvements will include 2 driving lanes of 11' wide, a 16' wide median, 5' wide bike lanes and 6' wide pedestrian lanes on both sides. Traffic calming measures such as roundabout, curved bulb-outs, and raised crosswalks will be included in the proposed project.

This Transportation Project Fund Grant Agreement for $1,000,000 will complete the engineering design phase of the project but does not include right-of-way acquisitions. The $1,000,000 grant will be funded in proportional share by NMDOT at 95% or $950,000 and City at 5% or $50,000 which will come from road impact fees.

As per requirement of this funding, at the time of the application, the City certified that the project will start three (3) months after the execution of this Agreement. Hence, to avoid any delays in project implementation, it is important for the City to budget the NMDOT portion of the funding in the amount of $950,000 via a Budget Adjustment Resolution approval. For the local match of $50,000 Staff will seek approval of the use of road impact fees from the Capital Improvements Advisory Committee.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per the attached Exemption Determination Request 13-1-98 A approved by the City's Chief Procurement Officer, Ms. Fran Dunaway.

CONTRACT NUMBER:
The FY23 Munis contract number is **3203663**

FUNDING SOURCE:
The funding source is:
Fund Name/Number: NMDOT/490150
Project ID: EN193300D

Munis Org Name/Number: Engineering/3309980
Munis Object Name/Number: WIP Design/572960

ACTION REQUESTED:
The Public Works Department, Complete Streets Division respectfully requests your review and approval of the funding agreement and associated BAR.

ATTACHMENTS:
Transportation Project Fund Grant Agreement
Signed Exemption Determination Request 13-1-98 A
Budget Adjustment Resolution
Procurement Checklist
Summary of Contracts

City of Santa Fe, New Mexico

memo

Date: **August 19, 2022**

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

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2022 16:16 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, CPO, Capital Projects Manager

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

Public Works – Complete Streets Division respectfully requests exempt determination to be approved by the City's Chief Procurement Officer, Fran Dunaway. The Transportation Project Fund Grant Agreement is between the New Mexico Department of Transportation and City of Santa Fe Public Works Department.

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

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

Amount: $ 1,000,000.00

Term: 06/30/2025

Approved Exemption
R. Scott Gunter
Raymond Scott Gunter (Sep 22, 2022 11:41 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No. _____
Vendor No. 0000054360
Control No. HW2LP50039

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvement** (Project or CN LP50039). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Million Dollars and No Cents **($1,000,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$950,000.00**
   Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvemen

2. The Public Entity's required proportional matching Share shall be 5% **$50,000.00**
   For purpose stated above

3. Total Project Cost **$1,000,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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

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

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

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

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

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

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

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

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

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

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

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

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos Mihelcic

Title: City Clerk

Approved as to form and legal sufficiency by the City's Attorney Office

By: Marcos Martinez Date: Sep 16, 2022
Marcos Martinez (Sep 16, 2022 13:19 MDT)

Title: Senior Assistant City Attorney

Approved for finance

By: _____ Date: _____

Title: Finance Director

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50039

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50039**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $1,000,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $950,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $50,000.00

TOTAL PROJECT COST IS $1,000,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $1,000,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50039** with the New Mexico Department of Transportation for the TPF Program for year 2023 for Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvemen- within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: TRANSPORTATION PROJECT FUND GRANT AGREEMENT

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Capital Projects Manager	09/19/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
Raymond Scott Gunter (Sep 22, 2022 11:41 MDT)	Procurement Manager	Sep 22, 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203663**

Contractor: **NMDOT**

Description: **Transportation Project Fund grant agreement for $1,000,000 to complete engineering design of Arroyo de los Chamisos Crossing Project.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **TBD** Term End Date: **06/30/2025**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

RSG
Raymond Scott Gunter (Sep 22, 2022 11:41 MDT)

Purchasing Officer Review: Sep 22, 2022 Date:

Comment & Exceptions: _____

4. **Funding Source:** **NMDOT 490150** **Org / Object:** **3309980/572960**

Andy Hopkins
Andy Hopkins (Sep 22, 2022 09:15 MDT)

Budget Officer Approval: Sep 22, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **505-955-6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Complete Streets	9/19/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	950,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	EN193300D	(950,000)	
				$ -	$ -

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

Acceptance of $950,000 funding from NMDOT fod Arroyo de Los Chamisos Crossing project

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

Romella Glorioso-Moss — 9/19/2022
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* — Date

Department Director Signature — Date

Andy Hopkins
Andy Hopkins (Sep 22, 2022 09:15 MDT)
Budget Officer — Date

Sep 22, 2022

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: September 21, 2022

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director RW

FROM: Romella Glorioso-Moss, PhD, AICP, CPO, Public Works Capital Projects Manager RGM

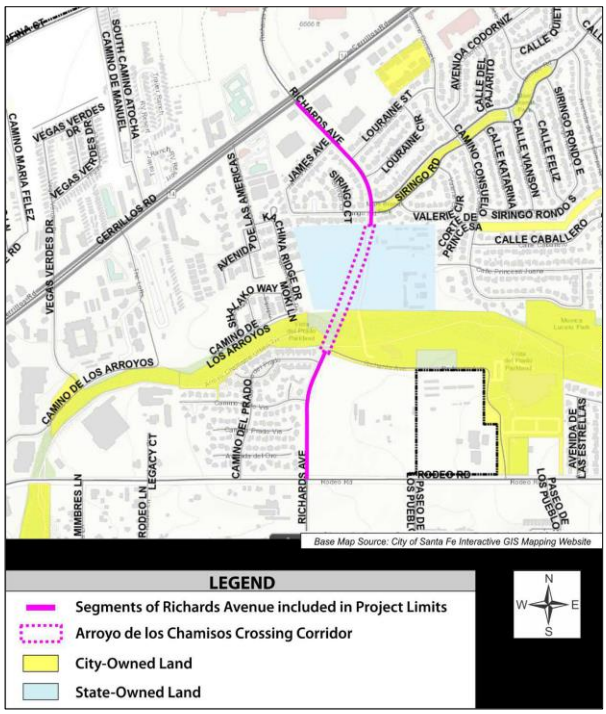
ACTION:

A resolution accepting a Transportation Project Fund Grant administered by the New Mexico Department of Transportation (NMDOT) to eesign the Arroyo de los Chamisos Crossing Project Identified as LP50039 in the Total Amount of $1,000,000; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

BACKGROUND AND SUMMARY:

In May 2022, Public Works applied for Transportation Project Fund (TPF) – a State funded program administered by the NMDOT to complete the engineering design of the Arroyo de los Chamisos (Arroyo) Crossing Project. Via Resolution 2018-60 allocating funding to conduct an alignment study for this project, WSP Solutions, Inc. was hired to evaluate the best way to cross the Arroyo, which has long been a deterrent to north-south travel moving through this area of Santa Fe. The study, completed in May 2022, proposes extending Richards Avenue for approximately one mile linking two major arterials in Santa Fe - Rodeo Road (NM 300) to the South and Cerrillos Road (NM 14) to the North (Fig. 1). This would reduce congestion on local roads such Avenida de las Campanas, Camino Carlos Rey, Governor Miles Road, Zafarano Drive and Zia Road which are currently used to get to the Santa Fe Community College.

Figure 1 The Preferred Alignment



The TPF application was successful. To complete the engineering design of this project, the City is receiving $1,000,000 grant funded proportionally by the NMDOT at 95% or $950,000 and the City at 5% or $50,000. The contract, which terminates on June 30, 2025, requires a resolution from the Governing Body stipulating the conditions for accepting the TPF grant.

As per requirement of the NMDOT, the resolution specifies the following:

a) TPF funding of 1,000,000 proportionally shared by NMDOT (95%) and the City (5%);
b) City shall pay all costs, which exceeds the total amount of $1,000,000;
c) the project is a priority for the City;

d) the Agreement terminates on June 30, 2025; and
e) Scope of Work includes extending Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection, traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvements.

ATTACHMENTS:
Resolution
Fiscal Impact Report

Signature: Regina Wheeler
Regina Wheeler (Sep 22, 2022 15:07 MDT)
Email: rawheeler@santafenm.gov

Signature: Romella Glorioso-Moss
Romella Glorioso-Moss (Sep 22, 2022 15:10 MDT)
Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE ARROYO DE LOS CHAMISOS CROSSING PROJECT

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into the attached grant agreement (Exhibit A) pursuant to the Transportation Project Fund Program ("TFP") for the Arroyo de los Chamisos Crossing Project; and

WHEREAS, under the terms of the agreement, the total cost of the project is anticipated to be $1,000,000 and will be funded in proportional share by the parties hereto as follows:

1. NMDOT's share is ninety-five percent or $950,000; and

2. The City's proportional matching share is five percent or $50,000; and

WHEREAS, the agreement provides that the City will pay all costs that exceed the total budgeted amount of $1,000,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE that the cooperative agreement for Project Control Number LP50039 with the NMDOT for the TPF Program for year 2023 for the Arroyo de los Chamisos Crossing project extending Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Road signalized intersection is hereby approved. The Scope of Work includes traffic calming measures, bicycle lanes, sidewalks, and storm water drainage improvements within the boundaries of the City.

BE IT FURTHER RESOLVED that the City maintains this project as a priority.

BE IT FURTHER RESOLVED that the cooperative agreement expires on June 30, 2025, and the City 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 the written agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Arroyo de los Chamisos Crossing

FIR No. 10460

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Arroyo de Los Chamisos Crossing

Sponsor(s): Councilor Cassutt and Councilor Chavez

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 09/19/2022 Phone: 955-6623

Reviewed by City Attorney: Date: Sep 21, 2022

Reviewed by Finance Director: Emily K. Oster Emily K. Oster (Sep 23, 2022 10:47 MDT) Date: Sep 23, 2022

Summary:
This Resolution accepts the terms of an agreement for funding from the Transportation Project Fund administered by the New Mexico Department of Transportation in the total amount of $1,000,000 for completing the engineering design of Arroyo de los Chamisos Crossing Project identified as Control No. HW2LP50039. Funding would be proportionally shared with NMDOT, which would contribute 95% of the total cost ($950,000) and the City would contribute 5% ($50,000). This funding agreement terminates on June 30, 2025.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If the legislation is not adopted, the City will lose NMDOT's funding share of 95 percent, or $950,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
Complete Streets Division staff will administer the project funding, ensure the project is completed within the funding agreement term, ensure the project complies with the funding agreement, and submit reimbursements to NMDOT.

Fiscal Implications:
The City's funding share is five percent, or $50,000, which will come from road impact fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 23	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 50,000	$	$	Y	NR	Road Impact Fees	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 50,000	$	$				$

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

Expenditure Narrative:

The City's five percent share of funding for the project is $50,000, which will be used to complete the design the project. This $50,000 will come out of Road Impact Fees fund, which currently has a balance (unaudited) of $1.2M. Road impact fees can only be used for roadway improvements.

Revenue

Revenue Type	FYE 23	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$ 950,000	$	$	NR	NMDOT
Total	$ 950,000	$	$		

Revenue Narrative:

This revenue of $950,000 is NMDOT's 95 percent share of the funding to complete the engineering design of Arroyo de los Chamisos Crossing to improve regional transportation system; alleviate traffic from local roads and improve equity for all road users.

Contract No. _____
Vendor No. **0000054360**
Control No. **HW2LP50039**

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvement** (Project or CN LP50039). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Million Dollars and No Cents **($1,000,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$950,000.00**
   Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvemen

2. The Public Entity's required proportional matching Share shall be 5% **$50,000.00**
   For purpose stated above

3. Total Project Cost **$1,000,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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

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

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

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

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

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

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

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

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

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

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

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

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
Kristine Bustos Mihelcic

Title: City Clerk

Approved as to form and legal sufficiency by the City's Attorney Office

By: Marcos Martinez _____ Date: Sep 16, 2022
Marcos Martinez (Sep 16, 2022 13:19 MDT)

Title: Senior Assistant City Attorney

Approved for finance

By: _____ Date: _____

Title: Finance Director

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50039

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50039**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $1,000,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $950,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $50,000.00

TOTAL PROJECT COST IS $1,000,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $1,000,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50039** with the New Mexico Department of Transportation for the TPF Program for year 2023 for Arroyo de los Chamisos Crossing-Extend Richards Avenue north across the Arroyo de Los Chamisos to connect to existing Richards Ave/Rodeo Rd to the Richards Avenue/Cerrillos Rd. signalized intersection. Traffic calming measures, bicycle lanes, sidewalks & storm water drainage improvemen- within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)	DATE
(PRINTED NAME, POSITION)	DATE

City of Santa Fe, New Mexico
Memorandum

Date: October 14, 2022

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

From: Regina Wheeler, Public Works Department Director
Jesse Guillen, Legislation and Policy Innovation Manager

RE: Priorities for the 2023 Legislative Session

EXECUTIVE SUMMARY:
The proposed resolution establishes the City's priorities for the 2023 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities of the Governing Body.

BACKGROUND:
Every year the Governing Body adopts capital outlay and policy priorities that it hopes will be considered and adopted by the New Mexico Legislation during the next legislative session. The Governing Body has successfully lobbied for numerous capital outlay and policy issues in the past. Some items included in the resolution have been identified as policy priorities for many years and have either never been considered by the legislature, have died in committee at some point in the process, or have been vetoed by the Governor.

The capital outlay requests this year are identical to those adopted as the top five requests in the City's ICIP list. In particular, they are for 1) Fire Station #2, 2) Phase II improvements to SWAN Park, 3) infrastructure construction for Midtown, 4) the design and remodel Fogelson Library, and 5) additional soccer fields at the MRC.

The resolution also includes district-specific capital outlay requests as follows: funding for pickleball courts in District 1, pedestrian and bike safety improvements in District 2, Tierra Contenta trail system improvements in District 3, and reconstruction of Governor Miles Road in District 4.

Municipal Court is also requesting capital outlay funding for several projects at the courthouse such as a software upgrade, xeric landscaping, and the installation of additional safety features throughout the courthouse.

The policy priorities include matters related to the Midtown property redevelopment, a State public bank, the Santa Fe Thrive public safety program, affordable housing, water issues, recycling and other environmental issues related to achieving carbon neutrality, elimination of the three percent property tax increase on non owner-occupied residences, and a statewide business licensing system.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING CITY OF SANTA FE'S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 56TH LEGISLATURE – STATE OF NEW MEXICO – FIRST SESSION, 2023.

WHEREAS, the 60-day Legislative Session of the 2023 New Mexico State Legislature ("Legislature") begins on January 17, 2023, and ends on March 18, 2023; and

WHEREAS, the Governing Body desires to establish City of Santa Fe ("City") legislative priorities to be considered by the City's legislative delegation and the Legislature; and

WHEREAS, the Governing Body's legislative priorities include City-wide capital outlay priorities, statutory priorities, general fund priorities, City Council District capital outlay priorities, and other legislative priorities beneficial to the City to be introduced during the 2023 New Mexico Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts priorities for the 2023 Legislative Session as specified below.

1. From any statewide capital outlay initiative associated with emergency services and fire safety and prevention, the City requests funding in the amount of **$10,318,000** for the construction of Fire Station #2 to provide public safety coverage on the Westside of Santa Fe;

2. From any statewide capital outlay initiative associated with municipal parks, the City requests funding in the amount of **$3,500,000** for Phase II improvements of the Southwest Activity Node, or "SWAN", Park;

3. From any statewide capital outlay initiative associated with economic development, the City requests funding in the amount of **$10,000,000** that will be used to plan, design, and construct infrastructure within the Midtown Santa Fe property including, but not limited to, digital, transportation, drainage, facility, and utility infrastructure;

4. From any statewide capital outlay initiative associated with education and public literacy, the City requests funding in the amount of **$2,000,000** that will be used to design and remodel a new central library to be located at Fogelson Library on the Midtown Santa Fe property.

5. From any statewide capital outlay initiative associated with the expansion of recreational opportunities for New Mexicans, the City requests funding in the amount of **$7,500,000** that will be used to plan, design, and construct four (4) multipurpose, artificial turf fields and associated site improvements to accommodate a growing soccer and lacrosse community.

BE IT FURTHER RESOLVED that the Governing Body requests the Legislature enact a Joint Resolution ratifying and approving the transfer of one or more tracts of City-owned real property to the State of New Mexico Department of Public Safety in trade and exchange for the transfer of multiple tracts of State-owned real property to the City of Santa Fe, New Mexico for the Midtown Redevelopment Project.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses the following issues related to firearms:

1. Creation of a New Mexico Office of Gun Violence Prevention;

2. Adoption of a Child Access Prevention or "CAP" law;

3. Raising the age of purchase for certain rifles; and

4. A ban on assault-style weapons.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of the establishment of a regional drug treatment facility that would serve the residents of Santa Fe and northern New Mexico.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of legislation during the 2022 Legislative Session that would allow for a New Mexico Public Bank owned by and for the people of New Mexico that would direct the State's investment decisions to support and diversify the economy including achieving goals in education, eco-tourism, food security, solar energy installations, broadband expansion, health clinic upgrades, and clean energy infrastructure projects, by keeping New Mexico's money in New Mexico.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature ensure hold harmless payments to counties and municipalities are not eliminated or further reduced and returned to their original schedule and/or ensures that any tax reform continues to hold counties and municipalities harmless in lieu of the enactment of legislation reinstating the gross receipts tax on food and medical.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses any legislation and allocation of funding designed to interrupt generational cycles of poverty, such as a state-wide pilot program that provides a monthly guaranteed income and funding for those programs that exist throughout New Mexico.

BE IT FURTHER RESOLVED that the Governing Body renews its requests that the Legislature appropriate money from the general fund to support the Santa Fe Thrive public safety program, which allows law enforcement officers to work with the Santa Fe Fire Department to redirect persons suspected of involvement in non-violent, low-level crimes to community-based services in lieu

of prosecution or jail.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses funding towards mental health and behavioral health programs focused on addressing the residual impacts of COVID-19 on young residents and individuals struggling with mental illness and/or addiction.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that improves broadband infrastructure throughout the state, specifically as it relates to associated economic development.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that supports the development and construction of affordable housing to decrease and/or subsidize the cost of housing for residents of Santa Fe and New Mexico.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that establishes an additional lodgers' tax, dedicated to municipalities and counties for defraying the cost of providing affordable housing or leveraging federal funding for affordable housing.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses any legislation that increases the likelihood of local governments recruiting, retaining, promoting, and housing first responders in the communities in which they serve.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses any legislation that increases housing availability and expands available social services for homeless families and individuals, including those who are chronically homeless, veterans experiencing homelessness, and young people experiencing homelessness, as well as those living in outdoor unsupervised encampments.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that slows down the timeline for eviction, connects tenants to rental assistance resources, and improves opportunities for mediation between renters and landlords.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that replenishes and seeks a recurring funding source to support MFA's Housing Trust Fund.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature support legislation that promotes water reuse and water planning and other legislation designed to improve overall sustainability at the state and local level.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that would support municipal recycling programs and other programs that support recycling market development.

BE IT FURTHER RESOLVED that that Governing Body supports and endorses any legislation that establishes an Extended Producer Responsibility program that requires manufacturers and retailers to be responsible for the costs associated with a product throughout its life cycle, from creation to disposal.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that advances the environmental sustainability goals of the City of Santa Fe including carbon neutrality, ecological resilience, economic vitality, and quality of life and social equity, as well as continued support for implementation of the Community Solar Act and funding for watershed restoration and forest fire mitigation.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that would expand the Air Quality Control Act, NMSA 1978, § 74-2-2(J), to include an express option for local governments to opt-in to an emissions inspections program.

BE IT FURTHER RESOLVED that the Governing Body supports and endorses any legislation that establishes and funds a Green Bank in New Mexico that would increase green infrastructure development, energy conservation and sustainability measures, and access to funding for green energy investments.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that would eliminate the three percent (3%) cap on annual property tax increases on residences that are not owner-occupied as the owner's principal place of residence.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that would improve and expand early childhood education.

BE IT FURTHER RESOLVED that the City of Santa Fe continues to support statewide paid sick leave legislation, as described in the City's Resolution No. 2021-11, unanimously passed by the members of the Governing Body in 2021.

BE IT FURTHER RESOLVED that the Governing Body re-affirms its support for and endorsement of any legislation that would increase funding for the New Mexico Tourism Department for use in advertising, a state-wide co-op grant program, and/or personnel expansion that restores the reduction in services at the Department between 2010-2018.

BE IT FURTHER RESOLVED that the Governing Body supports the one-time allocation of monies received by the State from the American Recovery Act of 2021 to the New Mexico Tourism Department for the purpose of additional marketing of New Mexico, increased co-op advertising support with municipalities, job training, and for other uses to benefit the restoration of tourism to New Mexico.

BE IT FURTHER RESOLVED that the Governing Body renews its request that the Legislature adopt legislation that pertains to statewide business licensing to permit business owners to operate in all cities, counties, and municipalities, provided business owners comply with local land use and safety requirements.

BE IT FURTHER RESOLVED that the Governing Body hereby establishes the following City Council District capital outlay legislative funding priorities for improvements of citywide infrastructure for consideration by the Legislature during the 2023 Legislative Session:

1. For a capital outlay initiative located within **City Council District 1**, funding is

requested in the total amount of **$750,000** for the design and construction of pickle ball courts at Fort Marcy Park.

2. For a capital outlay initiative located within **City Council District 2**, funding is requested in the total amount of **$700,000** for pedestrian and bike safety improvements in dense business areas on Pacheco Street from Alta Vista to San Mateo and on Siringo Road from Pacheco Street to St. Francis Drive.

3. For a capital outlay initiative located within **City Council District 3**, funding is requested in the total amount of **$1,500,000** for MRC irrigation upgrades for turf and water savings.

4. For a capital outlay initiative located within **City Council District 4**, funding is requested in the total amount of **$2,750,000** to reconstruct Governor Miles Road to improve pedestrian and bicycle facilities.

BE IT FURTHER RESOLVED that the Governing Body hereby establishes the following capital outlay legislative funding priority for any initiative associated with public safety: **$2,250,000** to plan, design, and construct much needed renovations of the Municipal Court building including adding security measures.

BE IT FURTHER RESOLVED that the Governing Body directs the City lobbyist to work with the New Mexico Municipal League in support of any Municipal League 2023 Legislative Priority where the City would benefit from the passage of such initiative.

BE IT FURTHER RESOLVED that the Governing Body directs the City lobbyist to make any capital outlay project directly or indirectly included in the City ICIP Priority List a priority.

BE IT FURTHER RESOLVED that the Governing Body directs the City lobbyist to work to advance any legislation introduced during the 2023 New Mexico Legislative Session deemed to be beneficial to the City.

BE IT FURTHER RESOLVED that the Governing Body directs the City lobbyist to work to defeat any legislation introduced during the 2023 New Mexico Legislative Session deemed to be

detrimental to the City.

BE IT FURTHER RESOLVED that while this Resolution represents a majority of the intent of the Governing Body as to 2023 New Mexico legislative priorities, other timely priorities may be approved by the Governing Body, incorporated into the City's 2023 state legislative agenda, and forwarded to the City's lobbying team for action.

BE IT FURTHER RESOLVED that the City Clerk be directed to forward a copy of this Resolution to the City of Santa Fe lobbyist, the City's legislative delegation, and the Governor of New Mexico.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2022.

_____

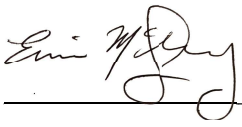
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Legislative Priorities 2023

FIR No. 10344

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Legislative Priorities 2023

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works and City Attorney – Legislation and Policy Innovation Office

Staff Completing FIR: Jesse Guillen **Date:** 9/14/22 **Phone:** 955-6518

Reviewed by City Attorney: [signature] **Date:** Oct 14, 2022

Reviewed by Finance Director: Emily K. Oster Emily K. Oster (Oct 15, 2022 22:49 MDT) **Date:** Oct 15, 2022

Summary:
The proposed resolution establishes the City's legislative priorities for the 2023 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities of the Governing Body.

Departments Affected:
All.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will have limited capital outlay and policy priorities adopted prior to the 2023 New Mexico Legislative Session.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The City Clerk is directed to send the adopted resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

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

Signature:

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