## City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC,** herein after referred to as the "Contractor."

## IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

## 1. <u>Definitions</u>

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to **(GM Emulsion, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

## 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

## 4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

## 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. **Termination**

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. <u>Notice</u>; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

## 8. Amendment

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

## 9. Status of Contractor

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

## 10. Assignment

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

## 11. Subcontracting

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

### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

### 13. <u>Inspection of Plant</u>

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

## 14. <u>Commercial Warranty</u>

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

## 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

## 17. **Appropriations**

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

## 18. Release

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

## 19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of

this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

## 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

# 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

## 22. Scope of Agreement; Merger

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

## 23. Notice

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

## 24. Equal Opportunity Compliance

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

### 25. <u>Indemnification</u>

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

## 26. Applicable Law

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

## 27. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

## 28. <u>Incorporation by Reference and Precedence</u>

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

## 29. 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.

## 30. <u>Inspection</u>

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

## 31. <u>Inspection of Services</u>

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

## 32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

# 33. <u>Impracticality of Performance</u>

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

## 34. <u>Invalid Term or Condition</u>

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.

### 35. 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.

# 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

# 37. <u>Survival</u>

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

## 38. <u>Disclosure Regarding Responsibility</u>

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

# 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC

5935 Agua Fria St. Santa Fe, NM 87507 (505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC

5935 Agua Fria St. Santa Fe, NM 87507 (505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

## 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: GM Emulsion, LLC
ALAN WEBBER, MAYOR	Mame and TIFLE Cutions President
DATE: 1/18/19	DATE: 13 2019
	CRS# 031815DZ00Z
	Registration # 18-0011 0289
ATTEST:	
YOLANDAY, MIGIL CITY CLERK Comfg. 19/2019	
APPROVED AS TO FORM:	
ERÍN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCO, FINANCE PIRECTOR	
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Business Unit Line Item	

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$\dagger$	_	410000	SY/IN	2,500	12.00	30,000.00	9.00	15,000.00	7.31	18,275.00
+	Т	417000	SYIIN	2,500	10:00	25,000.00	00.9	15,000.00	10.46	26,150.00
12325		472050	ביי בי	000'7	10.00	00.000,62	20.00	25,000.00	10.37	25,925.00
423425		423230	OTTIN	000,01	00.9	60,000.00	5.75	27,500.00	8.93	89,300.00
423250R	B HMA-SP-III Complete (50 001+SV/IM)	4234530A	NIV.	20,000	3.00	200,000.00	3.73	00.005,782	7.50	375,000.00
42328		A23283	200	0007	4004	00.000,750	0.70	431,250.00	0.12	459,000.00
		450500	õ	201	0.00	4,000.00	00.7	2,800.00	4/./4	3,096.00
423283A	A HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	20,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
423283B	Т	423283B	NI/AS:	75 000	7.00	525,000,00	A 7K	424 950 00	103	000 007
	Concrete Pvmt Complete-Replace In-Kind Dowelled &	200707		non'r	30.	353,000.00	0.70	UU.UCZ,1C4	40.0	423,000.00
451060		451060	SY/IN	1,500	3.50	5,250.00	2.00	7,500.00	7.36	11,040.00
511000		511000	Շ	20	00.009	30,000,00	00 009	30 000 00	430 30	24 ORK OF
511500	Concrete Patch Work (1/4" to 1/2" thick)	511500	SF	1,500	3.50	5,250.00	3.00	4.500.00	4.06	00.000.9
51150		511501	SF	1,500	3.00	4,500.00	5.00	7.500.00	4.06	00000
51500(		515000	≿	90	550.00	27,500.00	00.009	30,000,00	463.18	23 159 00
51600		516000	ζ	20	120.00	00.000,9	95.00	4,750.00	133.70	6.685.00
531001*	* Permanent Anti-Graffiti Protective Coat	531001*	R	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
54006	7	540060	8	15,000	1.20	18,000.00	1.50	22,500.00	1.20	18,000.00
54300.	┪	543002	<b>5</b>	200	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
541200	+	541200	9	18,000	1.60	28,800.00	4.25	76,500.00	4.59	82,620.00
570018	Т	5/0012	5	90	30.00	900.00	20.00	000.00	30.56	916.80
570024	24" Culver Dine	570024	<u>.</u>	200	20.00	2,800.00	35.00	2,800.00	34.38	2,750.40
570025	Т	57005	באטרו	000	42.00	00.002,1	40.00	1,200.00	43.93	1,317.90
570030		570030	- E	7 02	55.00	300.00	20.00	200.00	362.90	725.80
570031	ł	570031	EACH	6	400.00	00,000	400.00	00.000,	27.30	1,719.00
57003€		570036	4	30	00 09	1 800 00	00.09	1 800 00	62.75	1,100.92
570037	7 36" Culvert Pipe End Section	570037	EACH	2	00:009	1.200.00	00.009	1 200 00	688 50	1 377 00
57004£		570048	5	98	90.00	2,700.00	80.00	2.400.00	764.00	00 026 66
570049		570049	EACH	2	1,300.00	2,600.00	1,250.00	2,500.00	1,146.00	2,292,00
57042	7	570425	占	30	45.00	1,350.00	30.00	00:006	36.29	1,088.70
570429	18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	00:009	687.60	1,375.20
570441	7	570444	1747	8,6	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
571000	Т	571000	T 4	2 2	300.00	90000	200.00	1,000.00	329.48	658.96
601000	Removal of Structures and Obstructions	601000	5	000000	4.00	000000	7000	00.000,00	43.74	2,187.00
601110		601110	SXIIN	İ	2.50	12,500.00	300	15,000,00	00.0	20,000.00
602000	r						- >>>>	22.22.2	- 20:4	77.000.41
	1	602000	χ	192	250.00	18.750.00	250 An	18 750 00	25K AN	18 975 00

102.19 7,664.25 100.83 8.237.35																63.03 31,515.00		59.69 5,969.00					27.94 55.880.00	26.03 26.030.00				11.94 2,985.00		16.00 4,000.00			3,762.50	14.19 7,095.00	15.52 3,880.00	26.51 6,627.50	17.19 8,595.00	17.39 8,695.00	25.36 634.00	27.99 699.75	15.14 3,785.00		15.00 7,500.00	7			23.83 5,957.50		23.25 11,625.00	
11,250.00	L	Ц						ſ								1 000 00			l					55,000.00						8,750.00			00.000;/	13,750.00	6,250.00	7,500.00	12,500.00		750.00	875.00	6,250.00		12,500.00				6,250.00	6,875.00	12,500.00	12 750 00
150.00		2.00							L		2,000.00					100000							73.35	55.00						35.00				27.50	25.00	30.00	25.00	30.00	30.00	35.00	25.00	30.00	25.00	30.00	30.00	35.00	25.00	27.50	25.00	03.60
6,750.00	87,500.00	2,000.00	900.00	12500	1,125.00	15,000.00	9,000.00	73,500.00	4 600 00	4.000.00	3,000.00	7,500.00	1,250.00	1,250.00	4,000.00	1,000.00	5,200.00	5,400.00	22,750.00	23,750.00	25,200.00	104 000 00	120,000.00	00.000,09	25.000.00	18,000.00	18,600.00	4,500.00	5,500,00	6,000.00	6,000.00	00.000.01	0,000.00	9,000.00	8,750.00	6,000.00	10,000.00	10,000.00	800.00	700.00	5,000.00	5,500.00	9,000.00	10,000.00	900.00	960.00	6,000.00	6,500.00	10,000.00	44 000 00
5 90.00				125.00	0 2.25				L	L	Ш												00:09		25.00					24.00					35.00	24.00	20.00	20.00	32.00	28.00	20.00	22.00	18.00	20.00	30.00	32.00	24.00	26.00	20.00	0000
2	35	1,000				\$ 15,000.00	20	one C			2	20	20	20	702		100	100	200	000	00	2.000	2,000	1,000	1,000	300	300	25(	250	250	250	900		500	250	250	200	200	25	25	250	250	200	200	30	8	250	250	200	1
δδ	Շ	5	FACH	EACH	4	rs.	<u> </u>	FACH	EACH	EACH	EACH	5	<b>5</b>			EACH	λS	λS	λS	λς. Sc		λS	λS	λS	SF	λS	λS	<u>.</u>	5	5			;	<b>5</b>	4	5	4	占	<u> </u>	<u>"</u>	4	5	4	5	4	<b>Ľ</b>	F)	5	5	
602030 602200	602200	603200	603250	603251	603261	603280	909000	606050	606051	606052	606050	606499	607004	607009	607029	607455	608004*	£008002*	608004A*	608005A*	608005B*	608106*	608106A*	608204*	008300	608400*	608400A*	6092000	\$000 *	609202A*	609318*	600318R*		609318C*	609324*	609324A*	609324B*	609324C*	609418*	609418A*	609418B*	609418C*	609418D*	609418E*	609424*	609424A*	609424B*	609424C*	€09424D*	\$00404E*
$\Box\Box$		- 1	Drop Inlet Protection Type 1		- 1	Т	Metal Barrier Thria-Ream	Т	Т	П		Post and Cable Barrier	Barbed Wire Fence 4'	Chain I ink Fence 6'	Pedestrian/ Bicycle Railing	_	Ī	Concrete Sidewalk 4" (Colored) (1-100 SY)		Concrete Sidewalk 4" (501+5V)			Drive-Pad 6" (Colored)	Concrete Median Pavement 4" (Colored & Patterned)		ADA Ramp		Header Curb (Colored)	_				(Colored)						Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)		Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)		$\overline{}$	Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)		Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF)	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (Colored)
602030	602200	603200	603250	603251	603261	603280	606010	606050	606051	606052	606050	606499	607004	607026	607079	607455	608004*	608005*	SOSOOFA*	60800AR*	608005B*	608106*	608106A*	608204*	608300	608400*	608400A*	609200A*	*202609	609202A*	609318A*	609318B*		609318C*	609324*	609324A*	609324B*	609324C*	609418*	609418A*	609418B*	609418C*	609418D*	609418E*	609424*	609424A*	609424B*	609424C*	609424D*	609424E*

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Patterned Pornt Mark Thru 704769 EACH  Patterned Pornt Mark Word 704771 EACH  Patterned Pornt Mark Word 704771 EACH  Patterned Pornt Mark Word 704744 EACH  Patterned Pornt Mark Word 704782 EACH  Patterned Pornt Mark Bike 704840 EACH  Patterned Pornt Mark Bike Find Mark Biasting) 7720060 EACH  Patterned Pornt Mark Bike Find Mark Biasting) 7720060  Patterned Pornt Mark Biasting) 7720060  Patterned Pornt Mark Biasting) 7720060  Patterned Pornt Biasting) 7720060	4rrow -380 IES 3M Tape	Arrow -380 IES 3M Tape	704768	EACH	ις.	450.00	2,250.00	200.00	1,000.00	0 267.40	1,337.00
704770   004770   004771   004770   004770   004771   004772   004771   0	Preformed Patterned Pvi S 3M Tape	mt Mark Thru	704769	EACH	S	450.00	2,250.00	200.00	1,000.00	0 458.40	
7.0477   STOD9-2 SIDLES SIJL Table Patterned Partit Mark Word	Preformed Patterned Pv ES 3M Tape	mt Mark Word	704770	EACH	8	450.00	1,350.00	200.00			
70474   Activities   200   E3 Mir made   200   104744   EACH     70475   Activities   200   E3 Mir made   200   104775   EACH     70476   Activities   200   E3 Mir made   200   104775   EACH     70476   Activities   200   E3 Mir made   200   E3	Preformed Patterned Pvi ES 3M Tape	mt Mark Word	704771	EACH	ı,	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
704775   Retroeflective Performed Patterned Pwint Mark Word   704755   Retroeflective Performed Patterned Pwint Mark Bike   704782   Retroeflective Proformed Patterned Pwint Mark Bike   704784   704794   Retroeflective Proformed Patterned Pwint Mark Bike   704794   704794   Retroeflective Proformed Patterned Pwint Mark Bike   704794   704704   Retroeflective Proformed Patterned Pwint Mark Bike   704794   704704   Retroeflective Proformed Patterned Pwint Mark Bike   704794   704870	Preformed Patterned Pvi ES 3M Tape	mt Mark Word	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
704782   Retroeffective Preferenced Perint Mark Bike   704782   Touristic Retroeffective Preferenced Perint Mark Bike   704784   Touristic Retroeffective Preferenced Perint Mark Bike   7047870   Touristic Retroeffective Producting 1 Schedule 40 conduit complete   708010   Touristic Beach Beach Bit Retroeffective	Preformed Patterned Pvi S 3M Tape	mt Mark Word	704775	EACH	15	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
1704784   Retrocalective Preformed Patterned Pomt Mark Bike   704784   EACH   1704870   15mmodrsy Retrocalective Performed Pomt Mark Bike   704870   15mmodrsy Retrocalective Raised Pomment I Alarker   709870   15mmodrsy Retrocal Permissed Pomment I Alarker   7099010   15mmodrsy Retrocal Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099020   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099020   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099020   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099020   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099020   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099030   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099040   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099040   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit complete   7099040   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit conductive concrete   7099040   15mmodrsy Permissed Retrocal Conduit 7 schedule 40 conduit 7 conductive Constructive and patching, tenching, conduit 7 conduit 8 schedule partennel and patching tenchering conductive constructive in patch 15mmodrsy 2 may 15mmodrsy 15mmodrsy 2 may 15mmodrsy 2 may 15mmodrsy 2 may 15mmodrsy 3 may 15mmodrsy 15mmodrsy 40mmodrsy 2 may 15mmodrsy 40mmodrsy 2 may 15mmodrsy 40mmodrsy 2 may 15mmodrsy 40mmodrsy 40mmodrs	Preformed Patterned Pvr 380 IES 3M Tape	mt Mark Bike	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	
709010 Influenceary Reflective Raised Pavennent Marker 709010 In Place, including and patching, trenching, conductionable in place, including box, cover, conduit to controller cabinet and detector congrete in place, including box, cover, conduit to controller cabinet and detector of conductionable in place, with conductors to pull box, (saw cut, placement of cut cut placement of cut placement of cut cut placement of cut placement	Preformed Patterned Pvi ws) - 380 IES 3M Tape	nt Mark Bike	704784	EACH	ıc	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
Right Electrical Conduit 's schedule 40 conduit complete   709010   Right Electrical Conduit 's schedule 40 conduit complete   709010   Right Electrical Conduit 's schedule 40 conduit complete   709020   Pavement or curb cutting and patching, tenching, conduit, and backfill   Right Electrical Conduit 's schedule 40 conduit complete   709030   LF	ective Raised Pavement	Marker	704870	EACH	20	3.50	175.00	2.00	350.00	287	143 50
Rigid Electrical Conduit 2" schedule 40 conduit complete powernent or curb cutting and patching, conduit and backfill cutting and patching, trenching, conduit and backfill cutting and patching trenching, conduit complete pawernent or curb cutting and patching trenching, conduit complete in place, including all as-phalt pawernent or concrete cutting and patching. The place including box, cover, conduit to controller cabinet ad detector ones, all asphalt pawernent or concrete pawernent or curb cutting and patching.  Triono including box, cover, conduit to controller cabinet ad detector ones, all asphalt pawernent or concrete pawernent or curb cutting and patching.  Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector one pawernent or curb cutting and patching.  Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector one pawernent or curb cutting and patching.  Electrical Pull Box (Large) complete installation including Box, cover, conduit to controller cabinet ad detector one pawernent or conduit or conduity and patching.  Electrical Pull Box (Large) complete in place with conductors to pull box, (saw cut, placement of conductors, sealant, 30 FT lead-in inclusive). Lead-ins greater that 30 FT lead-in inclusive).  Triono for a conductor is sealant, 30 FT lead-in inclusive).  Triono for a conduity of water placetor installation (saw and patching the part of the conduity of water blace may page and inclusive).  Triono for a conduity of water placetor installation (saw and patching the page and inclusive).  Triono for a conduity of pawernent Stripe (Water Blassting).  Triono for integer Melin. Unit Water Blassting).  Triono for integer Melin unit in Melin Blassing).  Triono for integer Melin unit in Melin Blassing).  Triono for integer Melin un	Conduit 1" schedule 40 or gall as-phalt pavement be cutting and patching, t	conduit complete or concrete trenching, con-	709010	占	1,000	4.00	4,000.00		6,600.00		13,370.00
Rigid Electrical Conduit 3" schedule 40 conduit complete   709030   In place, including and patching, conduit complete   709040   Auft, and backfill as scholal pavement or concrete   709040   Auft, and backfill and patching, trenching, conduit   709040   Auft, and backfill are obtained or concrete   709040   Auft, and backfill are obtained or concrete   709040   Auft, and backfill and patching, trenching, conducting and patching, trenching, conducting and backfill are obtained or concrete   710000   Auft, and scholar pavement or concrete pavement or concrete   710000   Auft, and scholar pavement or concluctors, sealer   710000   Auft, and scholar   710000   7110000   711000   711000   7110000   7110000   7110000   7110000   7110000   7110000   7110000	Conduit 2" schedule 40 c ig all as-phalt pavement b cutting and patching, t	conduit complete or concrete renching, con-	709020	<u></u>	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
Rigid Electrical Conduit 4" schedule 40 conduit complete T09040 in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit to controller cabinet ad defector loops, all asphalt pavement or concrete percent or curb cutting and patching trenching conduits or concrete percent or curb cutting, removal, and patching Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching Electrical Pull Box (Large) complete in place with curb cutting, removal, and patching of Sx6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductors, sealent, 30 FT lead-in inclusive). Lead-ins greater that 30 FT lead-in inclusive). T13033 Quadrupole Magnetic Loop Detector Installation (saw 713033 Quadrupole Magnetic Loop Detector Installation (saw 713031 Quadrupole Magnetic Loop Detector Instal	Conduit 3" schedule 40 c g all as-phalt pavement b cutting and patching, t	conduit complete or concrete renching, con-	709030	<u> </u>	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
Flectrical Pull Box (Standard) complete installation directoral Pull Box (Standard) comfolier cabinet and defector loops, all asphale pavement or concrete percent of curb cutting, removel, and patching Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad effector loops, all asphalt pavement or concrete pavement or curb cutting, removel, and patching of Sv6 Magnetic Loop Defector complete in place with conductors to pull box, (saw cut, placement of conductors, sealent, 30 FT lead-in inclusive). Lead-ins greater that 30 FT lead-in inclusive). Lead-ins greater that 30 FT sealent sealent, and place with conductors, sealent, 30 FT lead-in inclusive). Transpace and place with conductors are sealent, and sealer that 30 FT lead-in inclusive). Transpace are all inclusive). Transpace and inclusive and place with conductors, sealent, and place with sealent, and place with conductors, sealent, and white Blasting).  Transpace Attention Staking (Water Blasting). Ramoval of Pavement Marking (Water Blasting). Randow Contractor Staking by Contractor Staking & Contr	Conduit 4" schedule 40 c g all as-phalt pavement b cutting and patching, b	conduit complete or concrete renching, con-	709040	71	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
Electrical Pull Box (Large) complete installation including  710010 box, cover, conduit to controller cabinet ad detector loops, all saying to evament or concrete pevement or concurred curb cutting, removal, and patching to expense the conductors, sealent, 30 FT lead-in inclusive). Lead-ins  713031 conductors, sealent, 30 FT lead-in inclusive). Lead-ins  713031 place with conductors to pull box, (saw cut, placement of place with conductors sealent, 30 FT lead-in inclusive). Lead-ins  713032 pull box, (saw cut, placement of conductors, sealent, and conductors, sealent, and place with conductors. Sealent, and conductors, sealent, and conductors, sealent, and conductors, sealent, and conductors, sealent, inclusive).  713033 Quertupole Magnetic Loop Detector Installation (saw 713033 cut, conductors, sealent, inclusive).  720060 Veh. Impact Atten. Unit Work Zones  721001 Removal of Pavement Marking (Water Blasting).  721101 Removal of Pavement Marking (Water Blasting).  801000 Construction Staking by Contractor.	x (Standard) complete ii ver, conduit to controller Il asphalt pavement or c b cutting, removal, and t	nstallation r cabinet ad oncrete patching	710000	ЕАСН	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductors so pull box, (saw cut, placement of conductors, sealent, 30 FT lead-in inclusive).  713031 Page with conductors to pull box, (saw cut, placement of conductors, sealent, 30 FT lead-in inclusive).  713032 Pall box, (saw cut, placement of conductors, sealent, and and another complete to conductors, sealent, inclusive).  713033 Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealent, inclusive).  720060 Veh. Impact Atten. Unit Work Zones and cut, conductors, sealent, inclusive).  721001 Removal of Pavement Stripe (Water Blasting).  72101 Removal of Pavement Marking (Water Blasting).  801000 Construction Staking by Contractor.	x (Large) complete instaut to controller cabinet a pavement or concrete to oval, and patching	allation including ad detector pavement or	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
713031 place with conductors to pull box, (saw cut, placement of conductors sealent, 30 FT lead-in inclusive). Lead-ins conductors, sealent, 30 FT lead-in inclusive). Lead-ins greater that 30 FT lead-in inclusive). Lead-ins greater that 30 FT lead-in inclusive).  713032 pull box, (saw cut, placement of conductors, sealent, and 30 FT lead-in inclusive).  713033 Quadrupole Magnetic Loop Detector Installation (saw 713033 LF conductors, sealent, inclusive).  720060 Veh. Impact Atten. Unit Work Zones 720060 EACH 721000 Removal of Pavement Stripe (Water Blasting). 721001 EACH 801000 Construction Stakina by Contractor Random	op Detector complete in Il box, (saw cut, placeme ant, 30 FT lead-in inclus T	place with ent of sive). Lead-ins	713030	EACH	S	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
713032   Did Duadrupole Magnetic Loop Detector complete to   713032   Did Dox, (saw cut, placement of conductors, sealant, and   713032   EACH     713033   Cut_fead-in inclusive)   7720060   Veh. Impact Atten. Unit Work Zones   720060   Veh. Impact Atten. Unit Work Zones   721001   Removal of Pavernent Stripe (Water Blasting)   721101   Removal of Pavernent Marking (Water Blasting)   721101   EACH   801000   Construction Staking by Contraction Staking B	<ul> <li>Magnetic Loop Detector</li> <li>ctors to pull box, (saw cuant, 30 FT lead-in inclus</li> <li>T</li> </ul>	x complete in ut, placement of ive). Lead-ins	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
713033   Quadrupole Magnetic Loop Detector Installation (saw 713033   LF     720060   Veh. Impact Alten. Unit Work Zones   721000   EACH     721000   Removal of Pavement Stripe (Water Blasting)   721001   EACH     721101   Removal of Pavement Marking (Water Blasting)   721101   EACH     801000   Construction Staking by Contraction Staking B	<ul> <li>Magnetic Loop Detecto</li> <li>placement of conductousive).</li> </ul>	r complete to xs, sealant, and	713032	EACH	20	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
720060         Veh. Impact Atten. Unit Work Zones         720060         EACH           721000         Removal of Pavement Stripe (Water Blasting)         721000         LF           721101         Removal of Pavement Marking (Water Blasting)         721101         EACH           801000         Construction Staking by Contraction Staki	netic Loop Detector Insti sealant, inclusive)	allation (saw	713033	4	200	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
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3,817,265.00 3,887,065.00 3,962,313.53
NMGRT 322,081.73 327,971.11 334,320.20
TOTAL 4,139,346.73 4,215,036.11 4,225,036.13

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## MINUTES OF THE REGULAR MEETING OF THE GOVERNING BODY Santa Fe, New Mexico January 9, 2019

### **AFTERNOON SESSION**

#### 1. CALL TO ORDER AND ROLL CALL

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, December 12, 2018, at approximately 5:00 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

### **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

### **Members Excused**

Councilor Peter N. Ives

### **Others Attending**

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

#### 6. APPROVAL OF AGENDA

Ms. Vigil said item 10 (e) has been removed; items10 (a) and (g) have been revised and (ff) is corrected from the Finance Committee. They have exhibits that were

given to Councilors. She distributed a new document for 10(g) to the Councilors.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to

approve the agenda as amended.

**VOTE**: The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

### 7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler pulled item 10(ff) for discussion.

Councilor Rivera pulled item 10(o) for discussion.

Councilor Lindell pulled item 10(g) for discussion.

Councilor Romero-Wirth pulled items 10(cc) and (hh) for discussion

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the Consent Agenda as amended with items 10 (g), (o)

(cc), (ff) and (hh) removed for discussion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell,

Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

### 8. APPROVAL OF MINUTES:

a. Regular City Council Meeting – December 12, 2018

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to

approve the minutes of December 12, 2018 as presented.

**VOTE:** The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

### b. 2019 Legislative Priorities Meeting – December 20, 2018

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the minutes of December 20, 2018 as presented.

**VOTE**: The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

#### 9. PRESENTATIONS

a. St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions.

Councilor Rivera made the presentation. He invited the coach and players forward. He read the whereas statements from the proclamation: a record of 23-2, first time in St. Michael's history in the tournament of champions, 3.98 average GPA, 8 players earning over 4.0 GPA. He thanked all the parents for supporting their children and the City is proud of them too.

Mayor Webber proclaimed Friday February 1 as St Michael's Lady Horsemen Volleyball Team Day.

Coach Sandoval shared her thanks for this honor and said she couldn't be prouder of these student athletes and their GPA scores.

#### 10. CONSENT CALENDAR

a. CONSIDERATION OF RESOLUTION NO. 2019-01. (Mayor Webber)
A Resolution Repealing Resolution No. 2018-1 Relating to the Open
Meetings Act; and Adopting Annual Notice Requirements. (Erin K.
McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

A copy of the proposed amendment to this Resolution by Mayor Webber is incorporated here with to these minutes as Exhibit 1.

b. State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court

- Judge, vmvigil@santafenm.gov, 955-5110)
- c. Request for Approval of Procurement in the Total Amount of \$263,758.45 Using State Price Agreement #60-000-15-00015 for Five Transit Vans for the Division of Senior Services; Creative Bus Sales, Inc. (Gino Rinaldi, Division Director, earinaldi@santafenm.gov, 955-4710)
- d. Request for Approval of State Price Agreement in the Amount of \$81,280.50 for the Purchase of Labor Costs to Build Police Department Vehicles; MHQ of New Mexico. (Robert Vasquez, Deputy Police Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)
- e. Request for Approval of Department of Justice, Bureau of Justice Assistance FY18 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation in the Total Amount of \$25,215 for Replacement Portable Breath Test Machines (PBT's), Small Equipment and Supplies to Maintain the Body Worn Camera System; United States Department of Justice. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
- f. Request for Approval of Consolidated Project Agreement in the Total Amount of \$74,223 for Funding of End Driving While Impaired (ENDWI), Buckle Up/Click It or Ticket (BKLUP/CIOT), Selective Traffic Enforcement Program/100 Days and Nights of Summer (STEP/DNOS); New Mexico Department of Transportation. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
  - 1. Request for Approval of Budget Amendment
- g. Pulled by Councilor Lindell for discussion.
- h. Request for Approval of Professional Services Agreement in the Amount of \$115,331.96, Inclusive of NMGRT, for the Design Services Scope Required for the Proposed Structural and Building Envelope Rehabilitation to the Salvador Perez Recreation Building CIP #503A; Using Cooperative Educational Services/WHPacific. (Jason Kluck, Facilities Division Project Administrator, jmkluck@santafenm.gov, 955-5937)
- i. Request for Approval of Professional Services Agreement in the Amount of \$216,117 for Kitchen Angels, Inc. to Act as Project Manager and

Provide Related Services as Outlined in New Mexico Severance Tax Bond Project #18-C2574; Kitchen Angels, Inc. (David Chapman, Grant Administrator-Writer, dachapman@santafenm.gov, 955-6824)

- 1) Request for Approval of Budget Amendment
- j. Request for Approval of Amendment No. 3 to Professional Services Agreement in the Amount of \$19,787.88, Plus Applicable Gross Receipts Tax, to Provide Roadway Lighting Design Services and Right-of-Way Funding for Agua Fria and Cottonwood Intersection Safety Improvement Project; Souder Miller & Associates. (William Montoya, Engineer Assistant, wpmontoya@santafenm.gov, 955-6623)
  - 1) Request for Approval of Budget Amendment Resolution
- k. Request for Approval to Complete a Grant Application and to Execute a Grant Agreement for the FY 2018 Section 5307 Urbanized Area Apportionment in the Total Amount of \$1,577,518 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Transit Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)
  - 1) Request for Approval of Budget Amendment in the Amount of \$77,518
- m) Request for Approval of Professional Services Agreement in the Total Amount of \$72,000 for Subscription to Streaming Digital Video, Music, Audio Books and E-Books; Midwest Tape "Hoopla". (Jeffrey Donlan, Interim Library Director, jpdonlan@santafenm.gov, 955-6788)
- n) Request for Approval of Amendment No. 1 to Professional Services Agreement to Transfer Fiscal Rights, Privileges, Obligations in the Total Amount of \$82,000 from Santa Fe Community College Foundation to Santa Fe Community College for CYC Recommended Services; Santa Fe Community College Foundation/Santa Fe Community College. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)
- o) Pulled by Councilor Rivera for discussion.
- p) Request for Approval of Change Order in the Amount of \$7,714 for Construction Process Changes to the Department's Type 3 Wildland Fire

- Engine, Super Vacuum Manufacturing Co. Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)
- q) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreements to Include HUD Required 2 CFR 200 Language (No Changes to Original Amounts are Required): (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
  - 1) SFPS Adelante
  - 2) Santa Fe Civic Housing Authority
  - 3) The Santa Fe Community Housing Trust
  - 4) Interfaith Shelter
  - 5) Presbyterian Medical Services
  - 6) Youth Shelters and Family Services
  - 7) Youth Shelters
- r) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreement for the Soleras Station Project to Include HUD Required 2 CFR 200 Language and Approve Sole Source Procurement (No Changes to Original Amounts are Required); Santa Fe Community Housing Trust. (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
- s) Request for Approval of Award and Acceptance of FHWA Section 112 Federal Transportation Planning Funds in the Total Amount of \$212,483 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment
- t) Request for Approval of Award and Acceptance of FTA Section 5303 Federal Transportation Planning Funds in the Amount of \$65,080 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment Resolution
- u) Request for Approval to Purchase Capital Equipment in the Amount of \$116,0808.52 for Fiscal Year 2018/2019 Utilizing a State Price Agreement
   NM Lawn & Garden Equipment Contract; John Deere & Company/Dealer: Austin Turf & Tractor. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

- v) Request for Approval of Award of Construction Agreement in an Amount Not to Exceed \$4,000,000, Exclusive of NMGRT, for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., and Allied 360 Construction LLC. (Michelle Martínez, Project Administrator, mrmartinez1@santafenm.gov, 955-6931)
- w) Request for Approval of Amendment No. 8 to Project Management and Fiscal Services Agreement, Item No. 07-1051 Between the Buckman Direct Diversion Board and the City of Santa Fe. (Nancy Long, BDDB Counsel, nancy@longkomer.com, 982-8405)
- x) Request for Approval of Amendment No. 4 to Professional Services Agreement for a Time Extension Emergency Repair for Operations and Maintenance; Alpha Southwest. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)
- y) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$84,000 for FY 2018/2019, \$504,459.50 for FY 2019/2020 and \$504,459.50 for FY 2020/2021, Exclusive of NMGRT, for the Established Electronic Billing; Valli Information Systems DBA Postal Pros. (Kathy Valdez, Interim Utility Billing Division Director, ktvaldez@santafenm.gov, 955-4348 and Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)
- z) Request for Approval of Amendment No. 1 in the Amount of \$21,302 for Receipt of Additional Entitlement Funds AIP Grant 3-35-0037-047-2017 for the Santa Fe Regional Airport. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
  - 1) Request for Approval of Budget Amendment
- aa) Request for Approval of Contract in the Amount of \$307,264.08 for the Installation of Munters Furnaces at the Genoveva Chávez Community Center; CES/B&D Industries Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933)
- bb) Request for Approval of Professional Services Agreement Using New

Mexico State Price Agreement #50-000-15-00072 in the Total Amount of \$139,944.30, Inclusive of NMGRT, for Construction Services at the City of Santa Fe Environmental Services Offices at 1142 Siler Road; FacilityBuild Inc. (Curt Temple, Projects Administrator, cetemple@santafenm.gov, 955-5935)

- cc) Councilor Romero-Wirth pulled this item for discussion.
- dd) CONSIDERATION OF RESOLUTION NO. 2019-03. (Councilor Harris, Councilor Ives, Councilor Lindell, Councilor Rivera, Councilor Vigil Coppler and Councilor Villarreal)

A Resolution Promoting the Preservation and Care of the College of Santa Fe Art Collection by Promoting an Active Loan Program to Ensure Public Access to and Educational Opportunities with Said Collection. (Robert Lambert, Community Gallery Manager, rdlambert@santafenm.gov, 9556705)

- ee) CONSIDERATION OF RESOLUTION NO. 2019-04. (Councilor Harris)
  A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)
- ff) Councilor Vigil Coppler pulled this item for discussion.
- gg) CONSIDERATION OF RESOLUTION NO. 2019-06. (Councilor Lindell)
  A Resolution Amending Resolution No. 2015-18, Regarding the
  Duties and Responsibilities of the Veterans' Advisory Board; Authorizing
  the Use of Existing Funds to Educate Residents and Promote the Option
  for a Voluntary Contribution to the New Mexico Veterans' State Cemetery
  Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and
  Family Services Program Manager, jisanchez@santafenm.gov, 955-6678)
- hh) This item was pulled for discussion by Councilor Romero-Wirth.

#### CONSENT AGENDA DISCUSSION

g. Request for Approval of GSA Contract in the Total Amount of \$158,409 for the FARO Laser Scanner System. (Robert Vasquez, Deputy Police

Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)

1. Request for Approval of Budget Amendment

This item was pulled by Councilor Lindell.

A copy of revised 10(g) is incorporated herewith to these minutes as Exhibit 2.

Councilor Lindell had not seen the paperwork. She asked Chief Padilla, on page 5 of the most recent handout, if the City should go back to FARO. On the original quote for this particular item, it was \$15 719 with a \$5,000+ discount. Now it is \$15,700 with only a \$785 discount. She thought we should talk with them.

Chief Padilla agreed with her and explained that the original discount was because we were purchasing two and now, we are just purchasing one.

Councilor Lindell said she would be inclined to give them another phone call. She thought it was onerous on their part and the lower discount did not seem right.

Chief Padilla agreed to give it another shot.

Councilor Abeyta thanked Chief Padilla for the time and effort to research it to get by with one, as recommended by the Finance Committee.

Mayor Webber said what was impressive to him was the data assessment on the memo. "You are professionalizing and upgrading the police work in the City and please track the use of the equipment. If ultimately there is another request, we want to know that as well.

**MOTION:** Councilor Lindell moved, seconded by Councilor Abeyta, to

approve Consent Agenda Item 10 (g).

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

o) Request for Approval of Sole Source Procurement in the Total Amount of \$75,000 for Annual Membership Dues and Subscriptions; New Mexico Municipal League. (Mary Freitas, Executive Administrator, mmfreitas@santafenm.gov, 955-6590)

Councilor Rivera pulled it this item. He questioned what the City is getting for what is being spent for the membership dues at the New Mexico Municipal League. He asked if Santa Fe got anything from the Municipal League.

Mr. Bill Fulginetti, with the Municipal League, was present and responded.

Mr. Fulginetti asked if his question was the value of the dues to the City and what the League offers. He said there is currently an issue before us with TRD, who is charging the City 3% to collect your GRT taxes and changed it from 3.25% and we think it is unconstitutional and have an attorney who said it was. We have not filed a lawsuit for it. That will save Santa Fe \$450,000 per year. It was a successful negotiation. We are now drafting a bill to get the \$110 million from over last ten years. We are prepared to go to court on that.

Santa Fe is part of lawsuit on distribution of GRT to you. We contend the TRD has been doing it illegally. There is a procedure to follow and they are not. We have filed a case in court and Santa Fe is one of them. Santa Fe would get 4-5m in back taxes they should not have taken. So that has proven financial liability and the League stands behind you in that.

Councilor Rivera said that was extremely helpful. He assumed that attorney fees come from the league and they don't ask for more.

Mr. Fulginetti agreed. The Municipal League has already paid for the research. They negotiated with a law firm on a contingency fee basis, but the cost might have to be shared for depositions and court reporting but not for the legal fees.

Councilor Rivera noted that several of our Councilors serve on League committees.

Mr. Litzenberg added that there are also some Staff who serve on various committees.

MOTION:

Councilor Rivera moved, seconded by Councilor Harris, to approve the \$75,000 procurement of dues and subscriptions with the New Mexico Municipal League.

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

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

Against: None.

cc) CONSIDERATION OF RESOLUTION NO. 2019-02. (Councilor Villarreal)
A Resolution in Support of Legislation in the 2019 Legislative Session to
Authorize the Practice of Dental Therapy and Govern the Training and Licensure
of Dental Therapists in New Mexico. (Jesse Guillen, Legislative Liaison,
ibguillen@santafenm.gov, 955-6518)

Councilor Romero-Wirth commented on her vote at Finance. She voted no and will again tonight. She was not opposed to creating dental therapists and was well aware of a dental crisis in the state and commended those who are addressing it. The reason is a scope of practice issue which the legislators deal with a lot. She saw them quite a bit earlier in her life. She hoped the dentists and advocates will continue to negotiate for a satisfactory bill. She didn't want to take sides. It needs to be worked out because dentists go to dental school and want to make sure they can be adequately trained without a medical degree. She would leave it open for whatever action Council wants to take.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to

approve Item 10 (cc).

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

**For**: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, and Councilor Villarreal.

**Against:** Councilor Romero-Wirth and Councilor Vigil Coppler.

Councilor Lindell asked to be a cosponsor.

ff) CONSIDERATION OF RESOLUTION NO. 2019-05. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Interfaith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

**Fiscal Impact:** (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Mayor Webber said this has new documentation and Mayor Webber asked Director Ladd to walk the Council through it.

Director Ladd also had an updated fact sheet which Mr. Werwath handed out. She said the newest outcome value is estimated at \$2.2 million. It was adjusted in a new FIR and was in the packet. It uses 50 for the number of units instead of 60. That was the only change. An issue considered at the Public Works Committee was

relocation costs absorbed by the developer was included in the subtotal for that line item. It was not in the overall FIR total and was mistakenly put in to correct the math. The Committee discussed whether the appraisal information should be in there.

A copy of the hand out is incorporated into these minutes as Exhibit 3.

Councilor Vigil Coppler appreciated the new information. For those not on Public Works Committee, this was pulled for various questions the Committee had; mainly because it has changed substantially from the Public Works Committee review. She was unclear how the public gets this updated information. She supports this project but wanted to convey that they changed the 60 units to 50 units and changed the appraisal amount. As originally presented, it relied on that appraisal and suddenly found out a more recent appraisal was less. It is hard to believe the land really had such a drastic decrease. She asked for an explanation.

Director Ladd said the number in the FIR was prepared two years ago and based on commercial land values at that time. Matt O'Reilly came up with a per square foot value that was used for the valuation. The appraisal is good for two years. When the professional appraiser came, he considered ground contamination and the power line. The \$1.5 million was not based on an actual appraisal. Also, in terms of the concern about public information. All this does is to certify the City supports the project so NMFA knows the commitment is real. And a whole public participation process will include lots of public input. We knew 50 units would be affordable for sure and she is waiting for a formula from NMFA. All of it will have some restrictions.

Councilor Vigil Coppler was intrigued with that change of units and had hoped there might be more. The reason she supports this project is that she has always supported donating city land for affordable housing for nurses, police, fire fighters, etc. She looked forward to having this as something for making headway in Affordable Housing. Some people were shocked that we are donating land. But we need to do it and continue other efforts also. She was grateful Director Ladd was working on it and truly doing what we need to do.

Councilor Lindell asked for submittal and determination dates.

Director Ladd said the application deadline is February 1 and notice of award is usually in May.

Councilor Rivera commented that when Siler Road was still in District 3, he was approached with this concept by Mr. Werwath and it is great. It fits in with Meow Wolf and the other development in the Rufina area. He was glad she was going forward with it again and it probably needs additional funding. Thank you, Director Ladd.

Mayor Webber asked what the vacancy rate is for rentals.

Director Ladd said it is under 3%.

Mayor Webber asked how many units the City is short.

Director Ladd said at least 2,400 are lacking.

Mayor Webber said there is a misconception about who could be a renter in this project. "Do I have to be a bonafide artist?"

Director Ladd explained the restriction is on income, which cannot exceed a certain amount.

Mayor Webber concluded there is no occupation restriction.

Director Ladd agreed. This is to provide economic pathways for people in many occupations.

Mayor Webber said this is our 2019 shot at tax credits and there are no other applicants in the pipeline.

Director Ladd agreed.

Councilor Harris said he has been concerned about it for quite a while. We all are probably familiar with "scope creep" and how it affects projects. It has been increasing over the years for the amount the City is asked to contribute. If we are short 2,400 units, there is no way the City could provide enough money to cover that. We need to look at other tools and other sources. A lot of work has been undertaken and there needs to be more work undertaken. He didn't think the numbers were sustainable and the land has a better use than what is proposed so he would oppose it. We need to solve the bigger problem and not look to the City for this type of money.

Councilor Villarreal appreciated the changes in numbers. We discussed the money for road improvements and clarified it is not coming from the Road Fund.

Director Ladd clarified that the Affordable Housing Act covers the cost of buildings and infrastructure as well as assistance to individuals. She did not identify trust funds specifically in case there are other state funds available.

Councilor Villarreal asked what statewide funds would be considered.

Director Ladd replied that NMFA has a lot of different projects.

Councilor Villarreal thought, although the City is putting in a substantial amount through donations, there have been quite a few private partners. She did not want names but asked if there is a substantial amount.

Mr. Werwath pointed out that they have faced extreme cost increases for developments. The big increase this year is the solar offset and there are \$300,000 in donations and we are going to add \$400,000 and includes that since last year. Materials are getting very expensive and we need to figure out how to pay for it.

Councilor Villarreal mentioned the eligibility factor and asked for an explanation on how that is regulated once the structures are built, to make sure the residents actually fall within that income bracket.

Director Ladd said it is monitored annually by NMFA. The owner and property manager has to be able to audit that and certify eligibility.

Councilor Villarreal said currently, it has a negative value to the City with brown filed there. The third time is a charm and it also requires a hefty application and no guarantee that it will happen. I really would like to see more units, but it is a challenging area. She wished Staff the best of luck.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Consent Agenda Item 10 (cc) as revised.

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

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

Against: Councilor Harris.

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Councilor Romero-Wirth pulled this item. She asked the City Attorney, "If I voted no at the hearing. What are we doing here tonight so I can understand what I should do tonight?"

Ms. McSherry said this is basically on Findings of Fact and Conclusions of Law whether they reflect what happened at the prior meeting. These FF/CLs reflect what the Council took action on. An affirmative vote would support their accuracy.

Councilor Villarreal was not present at that meeting and she asked what to do.

Ms. McSherry said if she felt the FF/CL reflects what is in the minutes, she could vote, or she could abstain.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Findings of Fact and Conclusions of Law for Case #H-

16-109 as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Abstained: Councilor Harris and Councilor Villarreal.

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Mr. Burnett said he was present for two related reasons. The first is approval of the BAR to move money into repair and maintenance of buildings at the Midtown campus and approval for the existing purchase order from \$50,000 to \$124,000. The reason is that the original PO was issued on an emergency basis at the limit of \$50,000 and to complete the work, this increase is needed.

Councilor Harris asked what kind of understanding we have now on the financial recovery from insurance.

Mr. Burnett said as represented to him by Risk Management, the insurance company typically covers damage that is over \$100,000. In this case, the insurance company has recognized all buildings as one copay of \$100,000.

Councilor Harris asked about the loss from Staff time.

Mr. Burnett said he could not answer that. He listed the companies working on reconstruction and it all should be included in the claim. That was his understanding.

Councilor Harris reported that on Thursday, last week, he was on the site. He walked into Marion Hall and saw the damage is significant and widespread and it seemed like there were a number of causes - roof systems, mechanical failure, etc. He asked if Staff know what happened.

Mr. Burnett said, "Technically, yes. Would you like me to run through that?"

Councilor Harris said it was not necessary. But there was concern about prior work in the mechanical room. In any of the buildings, he asked if there is reason to look at prior work.

Mr. Burnett said the earlier repair was in boiler room with a broken pipe. That incident is separate and not related to this one and did not contribute to these events. Regarding other contractors, he could speak with his Division Director but probably not. B&D has an understanding of it, and he has asked them for a list of necessary improvements to prevent future events of this nature.

Councilor Harris commented that it will be an ongoing discussion and action for the future and the need to look at the other buildings. It is disappointing that it happened in one of the nicest buildings on the campus. It was pretty well trashed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to

approve the Budget Adjustment Request for remediation services

at the Midtown Campus.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal

Against: None.

### 12. MATERS FROM THE CITY MANAGER

Mr. Litzenberg had three matters. He announced the Legislative Session starts on Tuesday at noon. Secondly, the Finance Division and Staff have been hard at work on preparation of the mid-year budget report. Thirdly, He thanked the Streets crews for a stunning job on roads and streets from the series of storms, ice, wind, etc. Thanks to all of them for addressing things as they emerged.

#### 13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry recommended three reasons for the executive session which were the Collective Bargaining Agreement, Litigation of the County Santa Clara, and the sale of real property.

#### **EXECUTIVE SESSION:**

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5), (7), and (8):

- i. Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- ii. Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Iii. Discussion of Disposal of Real Property.(Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

**MOTION:** Councilor Rivera moved, seconded by Councilor Vigil Coppler to go into executive session for those reasons.

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

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

Against: None.

The Governing Body went into executive session at approximately 6:07 pm.

The executive session ended at approximately 7:18 p.m.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

This item was considered later in the evening session.

### 15. MATTERS FROM THE CITY CLERK

This item was considered later in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered later in the evening session.

### **EVENING SESSION 7:00 P.M.**

#### A-E. CALL TO ORDER AND ROLL CALL

The regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called back to order for the evening session by Mayor Alan Webber, on Wednesday, January 9, 2019, at approximately 7:20 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe.

Present at the meeting were:

#### **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

#### **Members Excused**

Councilor Peter N. Ives

#### Others Attending

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

### **RETURN TO OPEN SESSION**

#### MOTION:

Councilor Rivera moved, seconded by Councilor Lindell that the Governing Body come out of executive session, stating for the record that the discussion in executive session was limited to the matters noted on the agenda.

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

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

Against: None.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, <a href="mailto:ekmcsherry@santafenm.gov">ekmcsherry@santafenm.gov</a>, 955-6512)

Ms. McSherry requested the authorization from the Governing Body to join in this amicus brief in support of San Francisco's motion to dismiss in San Francisco v. Whitaker

**MOTION:** Councilor Rivera moved, seconded by Councilor ?? To approve the

request.

**VOTE:** The motion was approved on a roll call vote as follows:

#### 15. MATTERS FROM THE CITY CLERK

This item was considered in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered in the evening session.

#### F. PETITIONS FROM THE FLOOR

Mayor Webber allotted two minutes per person.

Patricia E. Werton, 812 Calle Saragoza, said she was here to talk about a really underserved community - specifically, people living with disabling conditions, the homeless, and how the community is aggressive against them. I moved here about a year ago, and quite frankly, I'm afraid to participate. Drivers want you dead. I am not being dramatic. I've actually detailed a long report here of what I mean. And it's not even a welcoming place. If you don't look disabled you are scrutinized even further, in ways that are impossible. But basically, I cannot take a walk in this town without fear. People are sleeping outside, people trying to walk dogs. And drivers don't pay attention.

I'm impressed with Mayor's Webber's letter, but I can't consider this a long-term home because I have to apologize to exist. We should be open to other ways of living. Even legally in a crosswalk, I'm a piece of vermin because drivers' rights are above my own. I submit this report to the Mayor.

Stefanie Beninato suggested a police officer be stationed at Alameda and Don Gaspar to arrest people running the stop sign and send a signal. Her petition was for recreation. She was disappointed that Salvador Perez is closed for mold and no money given to them. We now have two out of three pools closed. The Ft Marcy pool is there is capable of being open. No one worked for three weeks during Christmas, but it is right there and that indicates a lack of quality of life when they are not maintained with regular hours.

Secondly, I can't have trust when you were lied to by LUD in a document September 18, that the City was the adjacent owner to 2008 Don Cubero. I made an IPRA request for the interpretation and asked more than once. There is no such interpretation. So, when we are blatantly lied to and the City Attorney doesn't seem to care that the law is violated.

There were no other petitions from the Floor.

#### G. APPOINTMENTS

## Santa Fe Film and Digital Media Commission

Mayor Webber appointed Mr. Tim Wright to the Santa Fe Film and Digital Media Commission.

MOTION:

Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the appointment of Tim Wright to the Santa Fe Film and Digital Media Commission.

VOTE:

The motion was approved on a voice vote with Mayor Webber and Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil Coppler voting in favor of the motion and none voting against.

## Santa Fe Regional Juvenile Justice Board.

Mayor Webber appointed Emma Jean Abeyta to the Santa Fe Regional Juvenile Justice Board.

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the appointment of Emma Jean Abeyta to the Santa Fe

Regional Juvenile Justice Board.

**VOTE:** The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil

Coppler voting in favor of the motion and none voting against.

## H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Ms. Vigil read the request and noted the location is not within 300 feet of church or school and the item in the packet addresses noise and traffic. The license holder must comply with all city ordinances.

## Public hearing:

Ms. Stefanie Beninato, P. O. Box 1601, was sworn. She said, "I am not opposed to the license and believe Councilor Villarreal told me there was some kind of map where liquor licenses are located. Do you all look at that to see how many are already there? Or do you care? Can we have as many as people want, or can we see that is enough. I understand a lot of people drink responsibly but some don't. So, we have regulations on the southside, and I am not sure why they are not applied city-wide.

There were no other speakers from the public regarding this case and the public hearing was closed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the restaurant liquor license for La Fogata Grill.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of

Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521

Ms. Vigil described the transfer of license and noted it is within 300 feet of the Church of the Holy Faith, but they already had a license, so a waiver is not required. The Staff report in packet on traffic and she recommended they comply with all ordinances of the City.

## Public Hearing

There were no speakers from the public regarding this case and the public hearing was closed.

MOTION:

Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the license transfer for La Posada.

VOTE:

The motion was approved on the following Roll Call vote:

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

Against: None

CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 3) NO. 2019-01. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler) An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals. Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)

Mr. Rich Brown spoke to the proposed ordinance. He said there were many people present who are excited about it. He identified several of them, including the owner of Marty's Meals. It is a woman-owned pet food business with a strong emphasis on triple bottom line. It is projected to grow from \$150,000 in revenue to \$450,000.

The State of Colorado gave interest in supporting the enterprise, but we wanted it to remain here. If the ordinance is approved, it will provide for a participation agreement between the City and Marty's Meals for lease payments for the expansion of new headquarters and manufacturing facility to be located here. And the annual abatement will be accomplished with local jobs. The City is the fiscal agent and it would begin in March with a lead investment of 100,000 but will spend only \$18,750 at first. It is a ten-year agreement providing 11 new jobs of fiscal impact will generate \$7.4 million. This project aligns with our Economic Development Department's goals for consumer package goods. He asked for approval.

## Public Hearing:

The first speaker said Marty's Meals was located in her district. The legislature wants to grow responsible home grown, so I stand in support and ask for your support.

The CEO for Assistance Dogs of the Southwest said Marty's Meals has been a huge supporter of our endeavor. She not only provides a great product but is a generous sponsor of the chile festival and supported clients who don't have capacity to feed a high-quality diet. I strongly support her business. She is an amazing entrepreneurial person and support she gives to our community.

Bonnie McGowan and a customer of Marty's Meals for six and a half years, said she has three Australian shepherds, and one is 15 years old. "I tried every dog food to deal with her digestion and someone suggested raw and was not aware of Sandy working out of her kitchen and a group of us had ordered bulk two months of food at a time to ship to Santa Fe and then had to go to the house, load up our cars and freezers and it was not a fun process. Fortunately for all of us, Sandy opened her retail location. Not only is it more convenient, the quality of the food cannot be compared with any others. All of my dogs are healthy and don't have health issues. I tell people they can save a lot in vet bills. I save about \$150 per month with no huge vet bills. My dogs are healthy and I'm grateful for her and to have this business in our community."

Kimberly Freeman, a veterinarian in Santa Fe, providing western and eastern medicine, said, "From a veterinarian perspective. My coworkers want an option for local sourced, tested nutritional food. I can't emphasize enough that she local sources her meat and vegetables local sourced and hand made. It is not commercial and thanks for hearing this case. She could have traveled to Colorado and not stayed here in Santa Fe because of an opportunity elsewhere but she wants to stay, and we want her here. I do consult with her and she wants that input from customers and community. It is unlike other businesses.

I am another customer of Marty's Meals and for those who have healthy lives from Sandy and Marty's meals. She helps in different situations. As a human, what I eat makes a world of difference. And the same for my dog. It is one of the finest things we have here.

Kathryn Kittymark said she has been feeding her dogs with Marty's Meals since they started and always there is someone there to advise when there is a problem. I've seen skin problems and others healed with Marty's Meals. It is a pleasure to be able to talk about Marty's Meals and to see my dogs healthy and shiny.

Sandy Bossman said, "I am humbled and appreciate the support and the testimonials. Three years ago, when we opened the Boulder store, Mr. Trujillo asked me to see him and he told me about the Needa Grant. We received support from the City and the State and from SBA. We are not here because we have done it alone. We have received incredible support. We had an opportunity in Colorado and the NIDA grant helped us stay here.

We have been able to start people at \$14/hour. I could go on and on. I appreciate your support and thanks to everybody.

Ms. Beninato said, I hear the major support for this business. I don't have a dog and couldn't afford it. I'm glad people can spend that kind of money on their dogs. How long does the business get supported through grants when they are already doing well? Do the grants have a provision for maintaining a business in New Mexico after the grant is issued? That would be a good provision to have so they don't go someplace else.

There were no other speakers from the public regarding this case and the public hearing portion was closed.

a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal and Councilor Romero-Wirth, to approve Ordinance 2019-01 and the participation agreement between the City and Marty's Meals, Inc.

Councilor Lindell thanked everyone who came to the lectern and to Economic Development Staff and Mr. Mitchell from the State. "I went to the grand opening and these are the kinds of projects that are very heartening and for those who want this business to stay in this town but here also, locally sourced food. It is a sizable story and I want to encourage everyone to stop by that business and see how it operates. It is amazing and thankful for staff. They include people I know who have participated in a very meaningful way. I encourage people to go to the store.

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

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

Against: None.

b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the intergovernmental agreement between the New Mexico Economic Development Department and the City of Santa Fe to facilitate the disbursement of funds for Marty's Meals, Inc.

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

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

Against: None.

c) Request for Approval of Budget Amendment.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil

Coppler, to approve the request for the budget amendment.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Mayor Webber congratulated them.

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yard walls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the

Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney\_sapaez@santafenm.gov, 955-6501)

Ms. Vigil described the appeal for the Council.

Mayor Webber reminded people that this is quasi-judicial process. He briefly addressed the process and asked for any communications to disclose up front as ex parte.

Councilor Vigil Coppler said she received a letter or email and paid no attention to it.

Councilor Lindell said she received an email but did nothing that would lead to any reason to recuse.

Mayor Webber went through the rest of the procedures for the appeal. He gave an option to the Council to either deliberate in public or in executive session and then entertain motions. The first motion would be for status of the structures and the second for demolition of the structures.

Ms. Theresa Gheen presented her staff report. She distributed three exhibits for the record. The fist was the 2014 Findings of Fact and an attorney's memo on the adjacent property for consideration as Exhibit H and Exhibit I and a decision tree as Exhibit J. Copies are labeled Exhibit 4, 5, and 6 for the minutes.

She thanked Mayor Webber for the reminder about the quasi-judicial matters. This means the Councilors are here in a role similar to that of a judge, to apply the evidence of fact to the law and to City Code to reach your conclusion. You should independently weigh the evidence before you and agree or disagree with the Historic Board's decision. Your decision is not to respond to your constituent's concerns but to apply the facts to the Code. So, it is limited, and our consideration should not go beyond the limits of the Code.

Two main claims are made: 1) whether 124 and 126 Camino Santiago meet the definition of contributing status. The HDRB found they did meet that definition and applied the four elements, each of which must be met for the definition of Contributing to be found for both structures, either structure, or neither.

Second, is whether the three noncontributing structures can be allowed to be demolished. There are three factors in the Code in which one or more factors may outweigh the other factors. Not every factor needs to be met for that. It is more discretionary.

That is in the decision tree for your reference.

She referred to page 39 of the Council packet.

Councilor Romero-Wirth asked her to talk about the standard of review.

Ms. Gheen said the appeal is a de novo hearing, so you can weigh the evidence and reach an independent conclusion. Because the appellant has made claims about the procedure, the Governing Body should make an independent decision after considering the evidence.

Councilor Romero-Wirth asked about substantial evidence.

Ms. Gheen said with de novo, the issue is not whether the Board erred on the demolition decision. In the decision you should have substantial evidence to back up your decision that you find persuasive.

Councilor Romero-Wirth said that is with regard to the second issue. She just wanted, before hearing the evidence, to understand the rules of the game.

Ms. McSherry added that there might be other questions that come up and we want to be equitable to them.

Ms. Gheen provided a brief background. She said the structures here were first subsidized housing for Presbyterian ministers, missionaries, pastors and others as far back as 1950. The neighborhood was designed in that piecemeal process and were operated for them until 1988.

In 2015, the next owner, Presbyterian Medical Services sold the development to the appellant - a private company. The Appellant own all 27 structures in the neighborhood.

The final action being appealed is the November 26, 2018 status decision on five structures, one of which is a garage. She pointed them out on the site plan. Two were found to be Contributing and have a unique style of architecture that tells a story of their history with Ghost Ranch and Plaza del Monte and found that 122 and 126 met the definition of contributing with the four elements.

They were 20<sup>th</sup> century architecture that reflect the time and place and particular features that contribute to the district as stated in the memo. They found particular façades as primary.

The most contested questions were question 2 and 3 in the decision tree. Reasonable people can differ. And on the adjacent property was an office building that was Contributing, and the Governing Body found against the HDRB decision in that case.

At issue is whether the three structures that are non-contributing could be found to be an essential part of the street block and whether they could be salvaged and whether it was sufficient that 2 was not met and denied demolition. You can come up with your own decision. At the end of my memo I suggested two motions - one on status and one on demolition.

Director Johnson said there are two important elements for the question of status. The first is of style. That is a key factor in whether it is contributing. As Ms. Gheen referred to, in the previous case in 2014, when proposed for demotion, whether 20<sup>th</sup> Century Modern architecture is Santa Fe style or not. In our code we have documentation of old Santa Fe style and specific elements for recent Santa Fe style: achieves harmony of similarity of materials, proportion, color, and general detail.

Just because a house is of 20<sup>th</sup> century Modern style doesn't mean it does not reflect Santa Fe style. it is an open-ended question that needs to be answered.

Under the demolition standards are three criteria: whether the structure is of historical importance, whether the structure is an essential part of street section or block front, and whether the street section or block front will be reestablished by a new structure, as well as the state of repairs and structural stability of the structure.

Those are the essential criteria and the basis upon which HDRB made its decision. Regarding the essential part of a street section, Camino Santiago is a private street but still is a street section and the H Board found those buildings were essential and without them, that character would be lost. They are part of an essential part of the urban design of the City scape.

She found a significant quote in *Civil Engineering & Environmental Technology Journal* which she quoted from. To help with the decision, are these structures part of a unique street section and if yes, would the uniqueness be lost with demolition?

## Statement of Appellant.

Mr. Karl Sommer was sworn and said they would try to keep their presentation within for 15 minutes but asked for discretion. He said, "I'm here on behalf of Plaza Del Monte, with Jim Long, from Heritage Hotels; Larry Luján and Wayne Lloyd the consulting architect. Mr. David Rasch is going to say a few words and I will speak at the end.

We are here to ask you to weigh in on a de novo basis for demolition of these five structures.

Mr. Wayne Lloyd was sworn and said he would try to cover things quickly. "I usually meet with City staff on any project to find out what issues are there so I can properly notify my client about the hurdles to overcome. I met with David Rasch in August or September 2017. At that time, the Ghost Ranch Administration building had

been demolished and that was built in 1963 or 1964. We looked at all the 26 structures and the one that was contributing, and it was not any of the five we asked to demolish. Based on the Ghost Ranch not being important in terms of Mid-20<sup>th</sup> Century Modern architecture and other rationale, David told us we needed to do a little more research. But that research consisted of whether the five buildings had been altered since they were on the cusp of fifty years. At least two of them were altered. We needed as much research as we could find. We went through that process and photographed the numerous changes to those units and photographs were included in our application that was submitted in October 2017. The first of four hearings was in November 2017. I go into the process because I've being doing this for a while and prevented appeals in most of those prior projects. This is my third appeal. We presented the information and City Staff wrote recommendations that the five were not contributing. One was but it was a distance from these five units and the Staff recommended approval of our demolition request.

The Board decided in that first meeting that rather than address these five buildings, they wanted an independent study done on all of the 26 units there, even though he was not requesting demolition for all of them. That took some time to find a qualified consultant approved by City and State and hired John Murphy. At great expense, there is a 230-page report on every unit in the complex. Mr. Murphy felt there were five contributing units instead of one and were scattered throughout the complex. None of those five were any of the five we requested for demolition and he said none of the rest were contributing. Clearly, two were non-historic, since they were less than 50 years old. The other two were on the cusp. We had records that they were under construction in 1968. Approximately 50 years old. There was lots of discussion about how close to 50 years they should be. The same architect doing the Ghost Ranch building did these units in Mid-century architecture and deemed, in that case, to not be important.

Mr. Murphy's report took time not only to find the correct person, John Murphy, but also for him to do this work and the HCPI reports for each unit, at great expense to the owners. After he finished, we got back on the agenda in April 2018. At that April meeting, which took quite some time, the Board after lots of discussion, decided 122 and 126 were contributing. The garage, 125, and 126 were not contributing. In May, the Board requested a special meeting. At that April meeting, there was a first ever executive session done, that in all of my presentations to the Historic Board were never in executive session Neither the staff or public were allowed to hear what was said and after that, we were denied. In the April meeting, we had three as non-contributing and two as contributing.

In May, the Board rescinded their earlier decisions. Then on June 26, 2018 we were back before the Board. Keep in mind, the Board looks for expertise. We had the expertise of David Rasch, City Staff. And then the Board asked us to hire an independent expert. Staff said they are not contributing, and the report says they are not contributing. And with my years of experience, I say they are not contributing. No

other evidence to the contrary was in any of the reports In the June 26 final meeting, while they listed two units noncontributing and the others contributing, they disallowed any demolition of any of the five units. I'll close by saying I think the City of Santa Fe has an excellent preservation ordinance. I think in this case; the preservation ordinance was not used to preserve but to limit growth in this area. And when used incorrectly it makes the ordinance meaningless.

Mr. David Rasch was sworn. He said, "I was very proud to be your historic preservation officer for 15 years. I loved my time here and learned so much while here. I became an expert on Santa Fe style and found my experience here to be life changing. During those 15 years I can't imagine how many cases I had heard. I'm the first one to say how important historic preservation is to this town. It is so important that National Geographic Magazine gave Santa Fe the world recognition as the best sense of place. I'm now the Spanish Market Director but still an expert on Santa Fe style.

It was clear to me that the 50-year rule - the approximately 50-year rule - is ambiguous. And in thinking of historic structures, we don't think about Mid-century as the best architecture. The ordinance preserves the best of each decade. I'm not sure these are the best in town to preserve. I thought on contributing status was appropriate and other structures in the compound do deserve. The State architect did not believe. On page 8 or 14 - that legal minds could differ, she said what the Chair of H Board said, and he quoted it. So, I'm here tonight to say take Historic Preservation seriously - a contributing status means you cannot alter the building. These five do not rise to that level and we ask you to grant the appeal.

Mr. Jim Long - a native New Mexican, as is Mr. Luján. I am the founder of Heritage Hotels and we preserve properties. We employ over 3,000 New Mexicans and create E. D. opportunity and add to the tax base.

We also have a long history of investing in communities and make the assets special in how we approach those projects. Plaza del Monte was part of residential development of Ghost Ranch property. There were two parcels and we acquired one in 2013 and the other was by El Castillo Retirement Center. Their plans are in place and we are trying to get ours in place.

The HDRB denied El Castillo and their appeal was overturned by the Council. At the time, those properties designed by the same architect, only earlier. El Castillo is now investing tens of millions in their property. So, it is good economic development for the city and means more jobs.

Both of the properties suffered from extreme neglect. When we acquired them, they were not in good condition and functionally obsolete. We've continued to maintain and improve them. There are 27 structures and we want to remove five and still maintain a very unique community that has been there for a long time with positive improvements. The great concern we have is that the H Board set forth requirements

that we followed as we were asked to do. We hired an esteemed architect in Wayne Lloyd who has been before HDRB 90 times and demonstrated his expertise many times and of David Rasch who has served for 15 years and both presented strong argument that these five are not contributing. We had to evaluate all 27 which was beyond the process, but we faithfully did that and the HDRB refused to accept the Staff or consultant's recommendation. They ignored the factual evidence presented in those public hearings.

The other thing is mid-century architecture. It has not been adopted in the code, so it is not applicable. The comments about streetscape don't apply to private street and private street development. So, they are misstated and manufactured evidence.

These structures are noncontributing.

Mayor Webber said he could question staff if he wished.

Mr. Sommer said he had no questions for staff.

## Public Comment:

Nancy Armbruster was sworn, and said she is 85 years old; lived here 50 years and the last ten in Plaza del Monte- I'm here for how these threatened aimed for destruction be considered noncontributing. two years ago, seniors were living in them and had to move out in May and find new homes. The rest of us wonder what will happen if they are allowed to be demolished as homes of our friends are destroyed - As a voice for my community to clarify three points as you make an informed decision - 1 - the Board has already spent extensive time reviewing the major arguments by the developer. The status reflects the Board's highly detailed attention to each piece of information as well as attention to the public comments offered at that time. These decisions reflect the history of an important part of Santa Fe development and the integrity of historical Santa Fe.

Point 2: Santa Fe lacks affordable housing and seniors lived in Plaza del Monte with affordable rent and nowt the developer wants to demolish. What would replace the buildings the developer wants to demolish? I can't help but think it would be much higher cost and could be sold to richer people. What would happen to those living there?

Plaza del Monte was a senior living facility and dismantling began with the purchase of the present owner and some leases were not renewed. Some residents had to leave, and others left out of fear the rest would be demolished Some still live there most are in their 80's or 90's. Should we threaten those seniors by beginning the demolition?

The Presbyterian Church, which has been here since early 19<sup>th</sup> century established it as retirement place for ministers, and other religious leaders who helped serve NM. It knew many of them. When the wind blows the trees and flowers they planted., I hear their words to put it to its former good use. It is still holy ground. I thank my daughter Ellen Armbruster who grew up here to understand this delicate situation. Thank you for your attention.

**Mr. Randy Burlingham** - 2541 Camino Alfredo, was sworn. He said, "I'd like this Governing Board to put people before property in this case. Any demolition will affect the quality of life for these residents. My mother is a long-term resident. The history should be respected at all costs. The residents who live there should have their quality of life there. I don't want to see one hammer hit a wall there.

**Ms. Stefanie Beninato** was sworn and said, "As a person who attended those meetings and as a qualified historian. I have a lot of concerns how this was presented to you, including David Rasch and Jim Long. You were told that as contributing, no changes could be made to the building. That is not true. With exceptions, the primary façades can have things done to them. It is also irrelevant how many jobs are presented. This is about design and whether the Board applied the criteria properly to the status. If the Heritage Hotels followed all ordinances, they wouldn't have sandwich signs on the sidewalk which they have done all the time at Hotel St. Francis and the one on Washington Street.

It would be a mistake for you to go to executive closed session. It was highly unusual that HDRB did so. These are the experts you appointed to make these decisions Staff are only supposed to do technical review and not recommending anything. If you read case law, case after case says it is the Board's expertise not staff's or consultants. The Board found Mr. Murphy's evaluation to be generic.

I heard those comments why the Board dismissed that report.

As for mid-century, Ms. Rios has a great bias against anything from the 1950's. That doesn't mean they are not worthy of preservation. Whether we like that style or not, these were built during that time when the historic ordinance was in effect and considered harmonious and compatible with the style. If we want to wipe out a whole era, that is a mistake on our part and if only the best example, we would only have a few examples of each. It is whether they contribute to the streetscape, of age and certain elements of style.

**Ms.** Evelyn Pryor was sworn and had comments of the developers. The five structures are ten homes and one garage. And regarding why HDRB asked for a survey of all the properties - from my listening, of the sessions, they got it that this was a community in toto- not just structures unrelated to each other. So, I didn't think it was extreme to ask for the HCPI. I ask you to uphold the HDRB decision the developer asks you to overturn. You could ask any residents who live next to impending demolition and

they worry about being next as their community ids destroyed. I lived there and was displaced from 125 Camino Santiago unit 4. The structure was sound and built in a very functional way. There is probably less maintenance now. It was managed by PMS until they sold it to Plaza del Monte LLC. I thought it was in 2015. I lived there 11 years when I had to pack up and leave my friends and understand they have been vacant since then. That puzzles me in a city that cries for rentals, it was a rental community for moderate income seniors, and they are vulnerable who continue to live there. Please think about hat with your decision and encourage you as you decide, to think about the resolution passed by council in July 2015 - to guide council decisions re housing. 5 pillars to guide council are affordability, quality, sustainability and health, equity, stability and fairness, and community control. Thanks.

Mr. John Eddy was sworn. He said, "I followed this request at HDRB. What you are not seeing, and I know you cannot base your decision on emotion. All of the hearings filled the gallery with people who testified to this community. You have just a shadow of that tonight. I'm here to follow up for them. As represented to you, midcentury modern is invalid and not something to think about it. It is on the cusp and they are becoming 50 years old. They were designed by Phillippe Register, an esteemed architect in Santa Fe. It was a holistic community as was testified to. I take issue with and would like you to discuss is the idea of streetscape. It has been represented to you that is not public roads. I'd like to see you clarify that for the purpose of this case. When it comes to demolition in a community as holistic as Plaza del Monte. When you do that, it erases streetscape and when you erase that character, you need to be aware of what replaces it. And the HDRB considers that. There has never been a development plan on this property for what will replace it if they are demolished. That will have an impact on any remaining residents if they are allowed to stay. Please consider those carefully.

There were no speakers from the public regarding this case and the public hearing was closed.

Mr. Sommer asked to be given his five minutes as a closing statement that might spark a question. If that is appropriate. We would just like to rebut, if that is okay.

Mayor Webber stuck with questions from councilors.

Councilor Vigil Coppler had no questions at the moment.

Councilor Abeyta asked regarding the regulation of the 50-year rule, what year that was adopted.

Councilor Romero-Wirth responded that it has been in the ordinance since its inception approximately 1956.

Mr. Rasch said it was in 1957.

Mr. Sommer disagreed. The 50-year rule was part of the Preservation Ordinance which was adopted in the 1990s.

Councilor Rivera asked Ms. Gheen about a statement in her memo on page 2 at the top where it said the Board has not yet considered the demolition of 124 and 126 Camino Santiago.

Ms. Gheen said the appeal is of the status action and demolition and does not have a decision on contributing structures. When they were designated contributing, the Board determined an exception was required for demolition and an exception to the Code. That requires a separate application. So, the demolition was not before the Board. So, because of that, there is nothing to appeal on those two structures.

Councilor Rivera asked in what year Ghost Ranch allowed to be demolished.

Ms. Gheen said it was in January 2013. It is in Exhibits H and I. FF/CL was 2014.

Mr. Sommer added that the big building was built in 63.

Ms. McSherry asked that question be directed to the Board Chair, Mayor Webber.

Ms. Gheen responded with a range of dates. The latest for the buildings was 49 years old.

Councilor Villarreal thanked the people who came this time. The packet is a little unfair because we are not experts in historic preservation but must decide. Personally, this is hard because I don't get to vote on the human elements and disheartening to hear how little control these residents have in this private property Can you remind me Ms. Gheen about what changed from April to June that shifted the designation for the two structures. There was a photo? If you had to define the breaking to contributing other than photos of the property and all board members were there?

Ms. Gheen agreed - all 7 members were present in April. The decision was 4-3 on one and required the chair to vote on that tie. And for 126, there was a February 1968 DOT photo but was not available for the June hearing. There was a lot of discussion about the age of the buildings and the majority of Board members with 5 present. She felt that was important. And a different composition. That was a consideration. I also think the Board at that time, had a lot of information in front of them. Some of it was conflicting and the record demonstrates the difficulty in making that decision. I can't read minds. That is the best I can do.

Councilor Villarreal said it is not a factor in our decision. But the code requirements makes it unfair. It is hard to determine contributing or noncontributing and

for demolition, I have no idea what the developer has planned for the future on this property. I would like to know the plans for this area.

Mr. Long said it is zoned R-17 which means we could build 105 units at maximum, but we are not trying to do that. We want to keep 22 dwelling units in place. How we utilize the site will be best determined by our planners and architect, but objective is to make it best for the community. Our long-term ownership is to have a quality environment for residents, and it is not profitability but preservation and quality.

Councilor Villarreal said it is hard to hear that some think it would be short-term rental I'm frustrated that it affects our decision on demolition and for people who want to stay there, and we cannot control affordability in that area. I'll yield for now I would like to know what the Staff's idea of streetscape is. It depends on who you talk with about it. What does it mean and the difference between private and public?

Councilor Romero-Wirth said the code is not helpful. It makes reference to both public and private and the definition of ROW incudes the term. What we traditionally think of is dedicated to the City but also talks about private use of ROW, primarily about utilities.

In the same definition, having not been involved at all, I don't second guess staff decisions and history of those interpretations, what was referenced in the attorney memo is what applies in certain conditions. A 300' radius was used in this case.

Ms. McSherry recommended looking at the factors and the term "streetscape" does not appear in the Code.

Mayor Webber asked if the Attorney was referencing street section or block front. Ms. McSherry said she was certain

Councilor Lindell shared the same frustrations and went back to what we said earlier about putting sizable amounts of money to get sixty apartments and we are talking about demolishing of 122 and 125 which is what? On page 40 of our packet.

On page 39, it shows that 125 had 4 units.

Councilor Lindell was grateful for the information. So, it is five.

In issue 2 re demolition, we are looking at a standard and four factors which don't all have to be met. Councilor Villarreal focused on whether a unique street section or block front will be reestablished. And we don't know. It could be a vacant lot for a long time or a parking lot I read through some of the minutes and the H Board was troubled by that also. Serving on H Board is very hard duty and those volunteers give a lot of time as evidenced by this packet which is almost a thousand pages. And the number of meetings this was discussed at. And the executive session which I understand is within

the Board's purview to do that.

The Board worked very, very hard on this and it certainly was not a quick decision on their part. I'll yield the floor on that. When I think of what we have gone through in the past couple of years for demolishing five and the hope was to demolish ten.

Councilor Harris thanked Ms. Gheen for Exhibit H. On the Findings of Fact for the appeal for Ghost Ranch property, under FF #11 - to reestablish the character with similar materials. Either to Ms. Gheen or Ms. McSherry, he asked if this type of decision does establish precedent for an adjoining property constructed in the same time period – the early sixties. The Governing Body used a Finding of Fact for that. Does that have precedent for what we are doing tonight? There are some binding and some non-binding. If you differ from the decision, it would be helpful to say what factors were involved. It would help if these Findings were different from the prior Findings. But you are not bound by a previous interpretation of the Code and that would be helpful to document. There are differences in the two cases, and we can document that. There are more similarities than differences, but that decision is not binding on us. So, it is a factor but not an element.

Ms. McSherry was not sure she would use the same terminology but agreed.

Councilor Harris noted that part of what was considered before was mid-century and is not found specifically in our code but on page 7 of the packet, it talks about intent of contributing status. When it talks about mid-century, it is not specific, and each example is a record of its time and place and Mr. Rasch spoke to that as well. They felt, going back to Findings, the things mentioned on character of mid-century elements in the style. It didn't seem to carry much weight in the prior case. So, I am thinking about place, time and use. A suggestion by the appellant, not an outright accusation, that perhaps the length of time could be seen by some as getting to the 50-year mark and I don't know if that is part of it. In those terms. A significant request was agreed to by the applicant to evaluate the whole property and they did that with identification of five contributing properties that were none of these.

Accepting that the Board acted appropriately to take it as a piece to determine what is important and what is not; that was done but not entirely accepted to the Board. I'm giving a fair amount to the applicant. We talked about expertise and John Murphy is certified as an expert and I give a fair amount of weight to that. That speaks to the contributing question.

On the second question, and I heard Councilor Villarreal and Councilor Lindell say we should know about what will happen there if they are demolished. Economic value will be created I wouldn't see it left idle. I don't think, with the price they paid, that it will be open space. So, something will be built that is consistent with our land use code and appropriate for this district. I assume they will build something that will be

consistent in the approval process. From reading the El Castillo project, there was a height exception requested and it eventually delivered an acceptable project. Those are my initial thoughts. That is where I start.

Councilor Romero-Wirth did not know where to start. She asked either Director Johnson or Ms. Gheen to define Mid-century modern design. Her sense was that we have not defined it and just now getting to a need to preserve it.

Director Johnson said that is correct. Many other communities - primarily those that saw more growth in the sixties - have seen the importance of those buildings and conducted their own surveys to determine the architectural characteristics and what is worthy of preservation. Phoenix and Austin have conducted those surveys. We have not yet done that and is part of our problem.

Ms. McSherry asked to swear Director Johnson for her testimony because of other communities being brought up.

Director Johnson was sworn and said 80% of this property will be kept as is. So, the majority of units will be kept - those were the words spoken. So, if we were not to have those five structures. But only talking tonight to decide if 124 and 126 are contributing. If we changed that status, and then, to issue two. the noncontributing to be demolished. If they were demolished, they still had the remainder of the community kept. Are there examples of mid-century modern in the rest of the neighborhood?

Only five units were considered contributing, but they are not any of these. They were recommended but there was no formal action by HDRB to designate them.

Councilor Romero-Wirth wanted to be clear on the public testimony that we are not using "contributing" as seniors contributing. She re-read the four elements for how we are talking about contributing. And, to Councilor Villarreal's point about not being experts, we are asked to reevaluate whether 124 and 126 meet all of these elements. We are not experts, but we have staff testimony that they are not contributing, and they voted 3-2 in final to designate them contributing. I guess that means looking at the picture.

Director Johnson said it is the totality of evidence to guide your decision

Councilor Romero-Wirth said it would be based on staff's recommendation or HDRB's recommendation, so we could go either way. We could say the staff is correct and want to make them noncontributing.

Ms. McSherry said the Governing Body can rely on all the evidence.

Ms. Gheen added that the Governing Body could also choose to not rely on either of them in making their decision

Ms. McSherry said the evidence you have includes the HCPI, the Staff report, Findings of Fact, photographs and the testimony today. Those factors are the only elements you can rely on.

Councilor Romero-Wirth asked if the standard for demolishing is that standard because those structures are noncontributing or contributing. So, because they are non-contributing, they can be demolished and don't have to meet all four elements.

Director Johnson agreed. They are the factors for consideration. If they are contributing, an exception request must be dealt with.

Councilor Romero-Wirth understood that 122 and 125 and garage were noncontributing and 122 was where the H Board put their determination. She asked if someone could help her with their thinking when not knowing what would reestablish or if it was because it is street section or block front.

Ms. Gheen replied that on page 9, she tried to encapsulate that regarding demolition. The bulk of the hearing on June 26 focused mostly on status. From that, she gathered several points. That it was part of an essential street section was Finding #12. From the motion, the resolution of design exemplified by these structures and unique street section. And because it was found to be part of an essential street section, then the Board wanted to see if it was going to be re-established and because the Board found no information on how to be re-established, it was the primary factor in denial of demolition. So, you might wish to follow that same path - Is it an essential street section of block front and will it be re-established?

Councilor Romero-Wirth asked for any evidence we have for condition of these buildings.

Ms. Gheen said nothing in the record indicates it was not structurally sound - but they do not meet current code.

Director Johnson agreed they don't meet current code.

Councilor Romero-Wirth said we don't know if it has historic significance because that was not determined in mid-century modern style.

Ms. Gheen said they didn't find it of historic significance and not in need of repair. Finding #11 says neither historic importance and not in need of repair. So that did not factor into their decision - #2 was overshadowing the decision.

Councilor Romero-Wirth said okay. So, they decided it was an essential part of street section or block front. So, this street is separate from the area.

Ms. Gheen noted that discussion was rather brief.

Councilor Romero-Wirth asked then how we can know this street is different than the rest of the property.

Ms. Gheen did not answer.

Director Johnson said what she found is that it is a cul-de-sac. The majority runs east-west and it makes an L, and these are at the end of the cul-de-sac, essentially. So, it could be considered unique but also a lesser element of that development.

Councilor Romero-Wirth asked for the definition of street section and block front.

Director Johnson said there was no definition of that.

Councilor Romero-Wirth asked, if we deny that, could they come back with what re-establishes it to maintain this unique street section?

Ms. Gheen thought that could be a new element and would first be decided by the Board by reopening the application.

Director Johnson agreed.

Mayor Webber asked Ms. Gheen if it is about five demolition permits.

Ms. Gheen agreed. That is what the appellants requested in their appeal but there are really only two final actions being appealed – the status of two units and three denials of demolition.

Mayor Webber recalled a point raised by public testimony - that the resident's bill of rights be considered. We have a resident's bill of rights and on the other hand are the factors for demolition. Does the resident's bill of rights apply?

Ms. Gheen clarified that it is an appeal of the HDRB, who can only consider what they are given authority to consider. So, it is limited in scope to those factors and elements.

Mayor Webber reasoned that we are not applying certain parts of our responsibility but acting as a quasi-judicial body on a narrow list of factors on appeal

Ms. Gheen agreed.

Mayor Webber asked the best example is not a factor to consider.

Ms. Gheen asked if he meant for status or demolition.

Mayor Webber said he was applying it broadly

Ms. Gheen said best example is not in the code. So, it doesn't need to be the best example.

Mayor Webber understood we are not cherry picking what would apply from the code. Does the section of street section or block front apply to private roads?

Ms. Gheen didn't believe that was defined in the code. There is ambiguity on that. That was factor #2 in demolition street section or block front - block front is not defined and can be interpreted.

Mayor Webber asked for an example.

Director Johnson said that is broadly speaking of urban design. We have had difficulty with definition of streetscape and that gives us more guidance. Those design elements provide the best guidance.

Mayor Webber asked of Mr. Lloyd about issue #1 on contributing status. Would you agree they are approximately 50 years old?

Mr. Lloyd agreed.

Mayor Webber asked if they fit the character of this district.

Mr. Lloyd said that is not defined.

Mayor Webber asked if a definition of midcentury modern is part of the vocabulary of American architecture.

Mr. Lloyd said that is difficult to answer. The historic ordinance defined those two criteria, and these don't fit that.

Mayor Webber asked if he agreed agree it was not part of American architecture.

Mr. Lloyd said it was part.

Mayor Webber asked, if it is midcentury in America, why wouldn't it also in Santa Fe.

Mr. Sommer clarified that the ordinance is very specific to Downtown and Eastside Historic District. It says Territorial or Spanish Pueblo Revival - for old Santa Fe and recent Santa Fe styles. We could change the ordinance, but it is why this district is particularly important. That is what this preservation ordinance is about. Mid-century

does not make this district important. It is not important to this district or contribute to what makes this district important. The buildings by John Gaw Meem who tried to establish and reestablish Spanish Pueblo are what is important.

Ms. Johnson said Section 14-5.2C 11 a - states each structure be recognized as of place and time. In other words, we are trying to have a preservation process that recognizes evolution and deserves to be preserved.

Mr. Sommer begged to differ because this ordinance is what makes this district important and mid -century was never part of it. What you read was from a staff memo in the other case. That was taken from the definition of the preservation ordinance. It is not a standard. Preservation is important and should not be denigrated just because a building is 50 years old.

Mayor Webber agreed, but we are not closing the door on other architecture being significant.

Councilor Romero-Wirth asked to hear from our attorney.

Mayor Webber asked Ms. Gheen if that is not covered by our criteria.

Ms. Gheen said the Board did find that 124 and 126 reflect a simple Spanish pueblo style. So, following what Mr. Sommer said, the Board did find the building conformed to the character of the district.

Mayor Webber so our answer is that I'm arguing on the wrong basis. So, are we locked in time to only two styles worthy of preservation or with 50-year following period how Santa Fe adapts to change over time?

Director Johnson noted that at the introduction of design standards - that a style of architecture has evolved since 1600s. And it says recent style differs with different materials and decorations and it goes on to say that it reflects the old Santa Fe style. And these style requirements are fairly broad so you could see how other styles could conform to Santa Fe style. There are many variations in recent Santa Fe style that are not enumerated.

Mayor Webber to Mr. Lloyd - we disagree perhaps on whether it maintains the character of the district. Has integrity remained with minor alterations? Does it meet that test?

Mr. Lloyd said it does not. There have been changes to those buildings. The staff agreed with that and the independent consultant agreed with that. So at least three experts are stating that is not the case.

Mayor Webber asked Director Johnson about integrity. Have they been altered

enough to not be contributing?

Director Johnson said that is very subjective and she did not review the HCPI on them.

Mayor Webber said we have not gone on a field trip but in previous appeals said there were dramatic alterations. Has that level of alteration been done to these two buildings?

Mr. Lloyd said he could not compare the two.

Ms. Gheen said she did not have the insight on the previous alteration but HCPI for 124 is on page 99 – "date unknown - replaced windows and doors." And for 126 on page 119 - states "modifications on date unknown. Replace sliding glass doors." The Board found replacing windows and doors was not enough.

Councilor Vigil Coppler, out of curiosity, said "I used to live on Old Taos Highway. I wondered, if we are talking about Camino Santiago, Old Taos Highway or Paseo de Peralta (as the streetscape). I was in there and saw that at one time they had an ugly yellow gate. Do they have ability to get onto Old Taos Highway?"

Mr. Lloyd said there are gates at each end. So, it is private. They are rusted metal.

Councilor Vigil Coppler knew those gates were there for many years. Blocking access to Old Taos Highway. "I wouldn't want them preserved at all. I always saw these buildings and were not particularly lovely. If we could have something more presentable and more Santa Fe-ish - I'm for that. I like the city to look lovely, and to me, this does not look lovely. As you drive through that street, it is a very quaint neighborhood and I am glad to see the developer wants to keep them now and in the future. To me, these structures don't add value. I don't think it is fair and think Councilor Harris alluded to it. I think it is important to start from when the appeal was started. 49 years is close to 50 years but to me the factor is 50 years, not less. I saw the pictures from DOT and don't see these structures existing at that time of that picture."

She said, "I looked at all of that. From the time of this appeal that these are less than 50 years old. I don't think these structures maintain the character of the historic district - not only my preference from Old Taos Highway but also at the hearing on March 27, 2013 - the Governing Body determined they were not significant and give credence to the very renowned person we used to employ. We've had to ask David permission for things - sometimes I wish they got rid of you but now I'm glad the city didn't. I value your opinion and it carries a lot of weight. As I read through things from the past, I'm always suspicious when a Board says they like it and then not. I wonder about that.

Back in 2013, the Governing Body decided on many items that we are considering tonight. With the testimony tonight, I have not heard anything that supports the HDRB decision. The streetscape is that some things are beautiful to some and not to others. I don't see the value in preserving this.

Mr. Sommer said, I know we are all tired. I just wanted to let you know I have some points to make.

Mayor Webber agreed. We have not forgotten.

Councilor Abeyta commented, "My feeling is, in looking at Downtown and Eastside standards, that if we continue to allow this rolling 50-year standard that everything will eventually be contributing and not allow any development in downtown. That is my train of thought."

Mayor Webber said we do have to give Mr. Sommer his closing statement and then discuss and make a decision. Are there specific questions?

Councilor Harris went back to his initial line of questioning. The Ghost Ranch property - 401 Old Taos Highway - I look at the packet and we have on page 40 the aerial photograph of the property and the lower left-hand corner is 401 Old Taos Highway. Has all of that property been demolished?

Mr. Lloyd said it has.

Councilor Harris observed the closest property is the big garage. I appreciate more the standards of the district for those particular styles. Mid-century it is not but has to do with time and place. All the buildings that preceded the other buildings and these that we are talking about were perhaps among the last ones to be developed. So, no matter how we feel about mid-century that the whole sense of time and place - for Ghost Ranch - all went away and that takes away a lot of the reason for being of these buildings.

Mayor Webber to Director Johnson said there are a variety of categories on what a historic district is and a historic compound. What is a historic compound? Have we lost the anchor element?

Director Johnson read the definition which included being listed on the historic compound register. This property is not listed on the historic compound register.

Mayor Webber understood we have the category but have not designated this one as a compound.

There were no more questions at 10:35.

Mr. Sommer gave his closing statement. He guoted from the definition that at least 50% must be contributing and this has not met that standard. Regarding procedure, specifically address why it is messy and bring clarity - our application was to demolish five buildings. That was denied or not approved. That is de novo. Whether there are some that are contributing - that is your jurisdiction. It was filed in October 2017 and decided in 2018. The Board must decide in 65 days per code, but they didn't decide. The Board required the survey, but the Board ignored the survey. In April, they made a decision that 124 could be demolished, and the garage could be demolished and 126 the chairman called for a new decision and they went into executive session. What does that tell the applicant and the public? They were not going to tell us what their decision is based on. When they came back, they rescinded their decision. So, we went to the First Presbyterian Church and went through all of their boxes and to the Menaul Library in Albuquerque and brought it all back. And the Board then decided that 124 was contributing and 125 was not. Arbitrary decision. Mr. Powell said he drove out there with my friend and my friend thought it was important and that was important in the decision - it was handled sloppily. If they had followed the ordinance, it would be a lot clearer - How is it unraveled - Look at the basis of their decision one criterion that the midcentury contributed to the downtown district. But that is wrong. It is not part of his ordinance. A geodesic design will be considered important. And that will gut our ordinance. That is not the way it should be applied in this case. The ordinance is about old Santa Fe Style and recent Santa Fe style and there is a reason for that. From John Gaw Meem - all of it depends on Spanish Pueblo Revival - old and recent. It is clear these buildings don't comply. The demolition side is even easier - this is not in preservation ordinance but demolishing any building in historic district 3 criteria significance of architecture - these are not historically significant. Net a report on structural stability. Is it falling down? Does it meet code? They don't meet code and are in disrepair. These are the only criteria that are important. Whether the structure is essential part of a unique street section it has to be a public ordinance a street is a ROW dedicated to public use to adjoining properties and any public thoroughfare and approach that extends to property line. This is not a street under the ordinance. Does it meet a block section? What they said and what the Board found that the carports that do not face a street - they are not part of a street by any imagination. It is not even a block - a section of street confined. None of it meets the definition. But they said it is and you cannot take them down. It is one building - not a block. The same is true with the other ones. They mystified the standard. Is it a unique street section - no. And not a unique block and the Board found the other two don't matter. This has been two years and put through the wringer and trying to find out why it is not possible. It doesn't meet the ordinance and if you find it does, it does violence to that ordinance. Our ordinance is unique. The standards have not been met. Councilor Harris said it right, we will come in with an application that complies and that is what they are getting next door. Why? They came back later after demolition. Thank you.

Mayor Webber noted that a closed session has been said is less than noble. We are not required to do it and can discuss it in public. We should do motions on item one and then item two.

Councilor Abeyta concluded that your "50 Year Crawl" would soon prevent affordable housing development in downtown. I don't think so. Affordable Housing is spread all over the city. I don't think mid-century modern is what was intended. It is not Santa Fe Style.

Council Action on Issue One: Contributing Status

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and designate 124 and 126 as non-contributing, because they do not exhibit sufficient historic integrity to establish and maintain the character of the H District.

#### Discussion on the Motion:

Councilor Rivera said we are being asked to decide something in four hours where the HDRB has had more than a year on it and done a walk-through of the area. They clearly struggled with the issue. That is why we have the HDRB to do the tough work, so we hopefully don't have to make a decision in 4 hours. We turned over other decisions they made. Why do we have a HDRB if we don't allow them to make the decisions and everything come to us? I trust they did their homework and made the tough decision. I trust they did it properly and made each right decision and I voted against the Old Taos Highway decision.

Mayor Webber asked if he was suggesting we need more time to mull it over.

Councilor Abeyta said he made a motion and it has been seconded.

Mayor Webber agreed that it obviously is not an easy thing to do. We argued about whether mid-century is irrelevant. There were emotional issues of community and family. We heard aesthetic testimony and we are hard pressed to do well.

Councilor Harris acknowledged whether it is HDRB or Planning Commission, a lot of work goes into it and understood when you do it. There are decisions made that are appealed and we lived with it as Planning Commissioners and here, we as Councilors live with it. They were well meaning but just got it wrong. I'll support the motion and people probably understand why. The arguments made by the Appellant are persuasive. The main element was demolished, and the language of street section is important language. It is an engineering term. My reasons for supporting this motion are those.

Councilor Romero-Wirth said she could ask questions of our understanding on contributing. We heard that because our ordinance doesn't specifically mention midcentury that it isn't included but Director Johnson said it could be included.

Mayor Webber said there is disagreement and that the prior decision was precedent setting. It is a muddy issue because of that executive session and a messy procedure, and it is a damned hard case.

**VOTE:** The motion failed on the following roll call vote:

For: Councilor Abeyta, Councilor Vigil Coppler, Councilor Harris.

Against: Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth,

Councilor Villarreal, and Mayor Webber.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to deny the appeal and affirm the Board's status decision and independently designate Unit 124 and 126 Camino Santiago as Contributing as well as adopt the Board's designation of the respective primary façades and direct Staff to draft Findings of Fact and Conclusions of Law to reflect its decision.

**VOTE:** The motion was approved on the following roll call vote:

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

Villarreal, and Mayor Webber.

Against: Councilor Abeyta, Councilor Vigil Coppler and Councilor Harris.

Council Action regarding Issue 2, dealing with demolition:

Mayor Webber gave the options of different ways to take the structures under consideration. We could grant the appeal and approve the demolition of all three structures, we can grant in part or deny part and allow the remaining structures or deny the appeal and affirm the Board's decision that demolition is not allowed.

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and approve the demolition of all three structures because this does not constitute an essential part of a unique street section, as defined by our Code or a block front.

#### Discussion on the Motion:

Mayor Webber said the question of what constitutes a block front is troubling. Councilor Harris helped a little as an engineering term. How does block front apply? Is it what you see as you walk by? Are we trying to retain a similar appearance? From the

prior vote was the question not answered tonight about what would be proposed to establish it again?

Councilor Harris said we did not address the block front issue. We heard a 300' radius for streetscape. The Board gave factor #2 great weight, but they were not being fair. Frankly, something will go back in that space like in the Ghost Ranch case. An applicant brought that forward, and it did comply. Whatever happens here will be in compliance. That is my opinion.

**VOTE:** The motion was not approved on the following roll call vote:

**For:** Councilor Harris, Councilor Abeyta, Councilor Lindell, and Councilor Vigil Coppler.

**Against:** Councilor Rivera, Councilor Romero-Wirth, Councilor Villarreal and Mayor Webber.

Mayor Webber announced the result is a 4-4 vote and does not pass.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal, that the Governing Body allow the garage to be demolished but 122 and 125 not allowed to be demolished, and direct Staff to draft Findings of Fact and Conclusions of Law to reflect that; and dismiss the demolition appeal regarding 124 and 126 Camino Santiago since no final action was taken by the Board to appeal.

**VOTE:** The motion was approved on the following (5-3) roll call vote:

**For:** Councilor Vigil Coppler, Councilor Villarreal, Councilor Lindell, Councilor Rivera, Mayor Webber

Against: Councilor Romero-Wirth, Councilor Abeyta, Councilor Harris

Mr. Sommer asked for clarity: if the motion implied 122 and 125 would not be demolished until it was established what would replace them under the ordinance. He thought that was what Council was after but didn't want to leave here without knowing. If there is a blanket ruling that they could never be demolished, was not the intent but would be until the Applicant could show what would replace them. Is that right?

Ms. McSherry said that action was taken within the application that was submitted. If a different application were submitted with different facts, it could be considered.

Mayor Webber thought that was helpful. We are not making a blanket statement that it could not ever be demolished.

Mr. Sommer concluded that we should make a new application if we want them demolished.

#### 15. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

## 16. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal introduced a resolution on the Rio Grande Trail Master Plan.

Councilor Vigil Coppler wished our new Governor well in her new role and looking forward to working with her.

Mayor Webber said today is Public Safety Recognition Day and he is very grateful to those who put themselves on the line every day and, in the spirit of gratitude, he extended heartfelt gratitude to all in our city, county and state.

Councilor Lindell thanked Ms. Gheen for her hard work for the City. "You are leaving our family shortly, but we want to thank you. And it was great working with you, and I wish you well in your future. Have a great time. You have earned it."

## I. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:11 P. M.

	Approved by:	
ATTESTED TO:	Mayor Alan Webber	
Yolanda Y. Vigil, City Clerk		
Respectfully submitted by:		

Carl G. Boaz, Council Stenographer

# CITY COUNCIL MEETING EXECUTIVE SESSION January 9, 2019

The Governing Body of the City of Santa Fe met in an executive session duly called on January 9, 2019 beginning at 6:15 p.m.

## The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association:
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, Filed in the Norther District of California; and
- Discussion of Disposal of Real Property.

## **PRESENT**

Mayor Webber
Councilor Abeyta
Councilor Harris
Councilor Lindell
Councilor Rivera
Councilor Romero-Wirth
Councilor Vigil Coppler
Councilor Villarreal

#### **ABSENT**

Councilor Ives

## STAFF PRESENT

Erik Litzenberg, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Mary McCoy, Finance Director (In at 6:20 p.m.)
Andrew Padilla, Police Chief (6:20 p.m. – 6:54 p.m.)
Matt Brown, Economic Development Director (In at 6:51 p.m.)
Sean Moody, Asset Development Director (In at 6:51 p.m.)

There being no further business to discuss, the executive session adjourned at 7:20 p.m.

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**SMONCAYO** 



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/12/2019

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.

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Build	ding	6, Suite 100				E-MAIL ADDRESS: michelle.vialpando@hubinternational.com					
Sant	а н	e, NM 87505				INSURER(S) AFFORDING COVERAGE					NAIC #
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	χ PD Ded: \$500					MED EXP (Any one person)	\$ 10,00
						PERSONAL & ADV INJURY	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	3,000,00
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 3,000,00
	OTHER:						\$
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
	X ANY AUTO		Z42975	4/12/2019	4/12/2020	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
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	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N		5752	1/1/2019	1/1/2020	E.L. EACH ACCIDENT	\$ 2,000,00
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	2 000 00
Α	Leased/Rented Eqpt		Z42975	4/12/2019	4/12/2020	Ded: \$1,000 /	665,00
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe Engineering Division 500 Market Street , Suite 200	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Santa Fe, NM 87501	AUTHORIZED REPRESENTATIVE
	1 - Ola Carita

# City of Santa Fe, NM Regular Meeting of the Governing Body Wednesday, January 09, 2019 05:00 PM – Governing Body City Council Chambers

## **AGENDA**

AF	TERN	OON	<b>SESSION</b>	-5:00	P.M.
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- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. SALUTE TO THE NEW MEXICO FLAG
- 4. INVOCATION
- 5. ROLL CALL
- 6. APPROVAL OF AGENDA
- 7. APPROVAL OF CONSENT CALENDAR
- 8. APPROVAL OF MINUTES: a) Regular City Council Meeting December 12, 2018
- b) 2019 Legislative Priorities Meeting December 20, 2018
  - a) Regular City Council Meeting December 12, 2018
  - b) 2019 Legislative Priorities Meeting December 20, 2018

Item 8.pdf

#### 9. PRESENTATIONS

a) St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions. (Councilor Rivera)

#### 10. CONSENT CALENDAR

a) CONSIDERATION OF RESOLUTION NO. 2019- . (Mayor Webber)

A Resolution Repealing Resolution No. 2018-1 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10a.pdf

b) State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court Judge, vmvigil@santafenm.gov, 955-5110)

Item 10b.pdf

c) Request for Approval of Procurement in the Total Amount of \$263,758.45 Using State Price Agreement #60-000-15-00015 for Five Transit Vans for the Division of Senior Services; Creative Bus Sales, Inc. (Gino Rinaldi, Division Director, earinaldi@santafenm.gov, 955-4710)

Item 10c.pdf

d) Request for Approval of State Price Agreement in the Amount of \$81,280.50 for the Purchase of Labor Costs to Build Police Department Vehicles; MHQ of New Mexico. (Robert Vasquez, Deputy Police Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)

Item 10d.pdf

e) Request for Approval of Department of Justice, Bureau of Justice Assistance FY18 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation in the Total Amount of \$25,215 for Replacement Portable Breath Test Machines (PBT's), Small Equipment and Supplies to Maintain the Body Worn Camera System; United States Department of Justice. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)

Item 10e.pdf

- f) Request for Approval of Consolidated Project Agreement in the Total Amount of \$74,223 for Funding of End Driving While Impaired (ENDWI), Buckle Up/Click It or Ticket (BKLUP/CIOT), Selective Traffic Enforcement Program/100 Days and Nights of Summer (STEP/DNOS); New Mexico Department of Transportation. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
  - 1) Request for Approval of Budget Amendment

Item 10f.pdf

- g) Request for Approval of GSA Contract in the Total Amount of \$158,409 for the FARO Laser Scanner System. (Robert Vasquez, Deputy Police Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)
  - 1) Request for Approval of Budget Amendment

Item 10g.pdf

h) Request for Approval of Professional Services Agreement in the Amount of \$115,331.96, Inclusive of NMGRT, for the Design Services Scope Required for the Proposed Structural and Building Envelope Rehabilitation to the Salvador Perez Recreation Building – CIP #503A; Using Cooperative Educational Services/WHPacific. (Jason Kluck, Facilities Division Project Administrator, jmkluck@santafenm.gov, 955-5937)

Item 10h.pdf

- i) Request for Approval of Professional Services Agreement in the Amount of \$216,117 for Kitchen Angels, Inc. to Act as Project Manager and Provide Related Services as Outlined in New Mexico Severance Tax Bond Project #18-C2574; Kitchen Angels, Inc. (David Chapman, Grant Administrator-Writer, dachapman@santafenm.gov, 955-6824)
  - 1) Request for Approval of Budget Amendment

Item 10i.pdf

j) Request for Approval of Amendment No. 3 to Professional Services Agreement in the Amount of \$19,787.88, Plus Applicable Gross Receipts Tax, to Provide Roadway Lighting Design Services and Right-of-Way Funding for Agua Fria and Cottonwood Intersection Safety Improvement Project; Souder Miller & Associates. (William Montoya, Engineer Assistant, wpmontoya@santafenm.gov, 955-6623)

1) Request for Approval of Budget Amendment Resolution

## Item 10j.pdf

- k) Request for Approval to Complete a Grant Application and to Execute a Grant Agreement for the FY 2018 Section 5307 Urbanized Area Apportionment in the Total Amount of \$1,577,518 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Transit Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)
- 1) Request for Approval of Budget Amendment in the Amount of \$77,518

#### Item 10k.pdf

l) Request for Approval to Complete a Grant Application and to Execute a Grant Agreement for the FY 2019 Congestion Mitigation Air Quality Funding in the Total Amount of \$71,773 for the Ridefinders Program; Federal Transit Administration. (Keith Wilson, Transit Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)

# Item 10l.pdf

m) Request for Approval of Professional Services Agreement in the Total Amount of \$72,000 for Subscription to Streaming Digital Video, Music, Audio Books and E-Books; Midwest Tape "Hoopla". (Jeffrey Donlan, Interim Library Director, jpdonlan@santafenm.gov, 955-6788)

Item 10m.pdf

n) Request for Approval of Amendment No. 1 to Professional Services Agreement to Transfer Fiscal Rights, Privileges, Obligations in the Total Amount of \$82,000 from Santa Fe Community College Foundation to Santa Fe Community College for CYC Recommended Services; Santa Fe Community College Foundation/Santa Fe Community College. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)

#### Item 10n.pdf

o) Request for Approval of Sole Source Procurement in the Total Amount of \$75,000 for Annual Membership Dues and Subscriptions; New Mexico Municipal League. (Mary Freitas, Executive Administrator, mmfreitas@santafenm.gov, 955-6590)

#### Item 10o.pdf

p) Request for Approval of Change Order in the Amount of \$7,714 for Construction Process Changes to the Department's Type 3 Wildland Fire Engine; Super Vacuum Manufacturing Co. Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

#### Item 10p.pdf

- q) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreements to Include HUD Required 2 CFR 200 Language (No Changes to Original Amounts are Required): (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
  - 1) SFPS Adelante
  - 2) Santa Fe Civic Housing Authority
  - 3) The Santa Fe Community Housing Trust
  - 4) Interfaith Shelter
  - 5) Presbyterian Medical Services
  - 6) Youth Shelters and Family Services
  - 7) Youth Shelters

## Item 10q.pdf

r) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreement for the Soleras Station Project to Include HUD Required 2 CFR 200 Language and Approve Sole Source Procurement (No Changes to Original Amounts are Required); Santa Fe Community Housing Trust. (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)

Item 10r.pdf

- s) Request for Approval of Award and Acceptance of FHWA Section 112 Federal Transportation Planning Funds in the Total Amount of \$212,483 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment

Item 10s.pdf

- t) Request for Approval of Award and Acceptance of FTA Section 5303 Federal Transportation Planning Funds in the Amount of \$65,080 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment Resolution

Item 10t.pdf

u) Request for Approval to Purchase Capital Equipment in the Amount of \$116,0808.52 for Fiscal Year 2018/2019 Utilizing a State Price Agreement - NM Lawn & Garden Equipment Contract; John Deere & Company/Dealer: Austin Turf & Tractor. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

Item 10u.pdf

v) Request for Approval of Award of Construction Agreement in an Amount Not to Exceed \$4,000,000, Exclusive of NMGRT, for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., and Allied 360 Construction LLC. (Michelle Martinez, Project Administrator, mrmartinez1@santafenm.gov, 955-6931)

Item 10v.pdf

w) Request for Approval of Amendment No. 8 to Project Management and Fiscal Services Agreement, Item No. 07-1051 Between the Buckman Direct Diversion Board and the City of Santa Fe. (Nancy Long, BDDB Counsel, nancy@longkomer.com, 982-8405)

Item 10w.pdf

x) Request for Approval of Amendment No. 4 to Professional Services Agreement for a Time Extension - Emergency Repair for Operations and Maintenance; Alpha Southwest. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

Item 10x.pdf

y) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$84,000 for FY 2018/2019, \$504,459.50 for FY 2019/2020 and \$504,459.50 for FY 2020/2021, Exclusive of NMGRT, for the Established Electronic Billing; Valli Information Systems DBA Postal Pros. (Kathy Valdez, Interim Utility Billing Division Director, ktvaldez@santafenm.gov, 955-4348 and Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

Item 10y.pdf

- z) Request for Approval of Amendment No. 1 in the Amount of \$21,302 for Receipt of Additional Entitlement Funds AIP Grant 3-35-0037-047-2017 for the Santa Fe Regional Airport. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
  - 1) Request for Approval of Budget Amendment

Item 10z.pdf

aa) Request for Approval of Contract in the Amount of \$307,264.08 for the Installation of Munters Furnaces at the Genoveva Chavez Community Center; CES/B&D Industries Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933)

Item 10aa.pdf

bb) Request for Approval of Professional Services Agreement Using New Mexico State Price Agreement #50-000-15-00072 in the Total Amount of \$139,944.30, Inclusive of NMGRT, for Construction Services at the City of Santa Fe Environmental Services Offices at 1142 Siler Road; FacilityBuild Inc. (Curt Temple, Projects Administrator, cetemple@santafenm.gov, 955-5935)

Item 10bb.pdf

cc) CONSIDERATION OF RESOLUTION NO. 2019-\_\_\_. (Councilor Villarreal)

A Resolution in Support of Legislation in the 2019 Legislative Session to Authorize the Practice of Dental Therapy and Govern the Training and Licensure of Dental Therapists in New Mexico. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Item 10cc.pdf

dd) CONSIDERATION OF RESOLUTION NO. 2019-\_\_\_. (Councilor Harris, Councilor Ives, Councilor Lindell, Councilor Rivera, Councilor Vigil Coppler and Councilor Villarreal)

A Resolution Promoting the Preservation and Care of the College of Santa Fe Art Collection by Promoting an Active Loan Program to Ensure Public Access to and Educational Opportunities with Said Collection. (Robert Lambert, Community Gallery Manager, rdlambert@santafenm.gov, 955-6705)

Item 10dd.pdf

ee) CONSIDERATION OF RESOLUTION NO. 2019- . (Councilor Harris)

A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)

Item 10ee.pdf

ff) CONSIDERATION OF RESOLUTION NO. 2019-\_\_\_. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Inter-Faith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

Fiscal Impact: (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Item 10ff Amended.pdf

Item 10ff.pdf

# gg) CONSIDERATION OF RESOLUTION NO. 2019- . (Councilor Lindell)

A Resolution Amending Resolution No. 2015-18, Regarding the Duties and Responsibilities of the Veterans' Advisory Board; Authorizing the Use of Existing Funds to Educate Residents and Promote the Option for a Voluntary Contribution to the New Mexico Veterans' State Cemetery Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)

#### Item 10gg.pdf

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10hh.pdf

#### 11. WATER DAMAGE REMEDIATION SERVICES AT THE MIDTOWN CAMPUS

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Item 11.pdf

#### 12. MATTERS FROM THE CITY MANAGER

#### 13. MATTERS FROM THE CITY ATTORNEY

**EXECUTIVE SESSION:** 

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Discussion of Disposal of Real Property. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

# 14. AUTHORIZATION TO JOIN THE COUNTY OF SANTA CLARA'S LOCAL GOVERNMENT AMICUS BRIEF

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to Dismiss in San Francisco v. Whitaker. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

#### 15. MATTERS FROM THE CITY CLERK

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

**EVENING SESSION – 7:00 P.M.** 

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS • Santa Fe Film and Digital Media Commission
- Santa Fe Regional Juvenile Justice Board
  - Santa Fe Film and Digital Media Commission
  - Santa Fe Regional Juvenile Justice Board

Item G.pdf

#### H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

#### Item H-1.pdf

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Item H-2.pdf

- 3) CONSIDERTION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE NO. 2019-\_\_\_. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler)
  An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project. (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)
- a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.
- b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.
- c) Request for Approval of Budget Amendment.

Item H-3.pdf

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yardwalls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Item H4 Plaza Del Monte-Appeal Procedure.pdf

<u>Item H4 pg 1-140.pdf</u>

<u>Item H4 pg 141-248.pdf</u>

Item H4 pg 249-420.pdf

Item H4 pg 421-608.pdf

Item H4 pg 609-779.pdf

Item H4 pg 780-955.pdf

Item H4 pg 956-1009.pdf

Item H4 pg 1010-1078.pdf

<u>Item H4 pg 1079-1124.pdf</u>

#### I. ADJOURN

# City of Santa Fe, New Mexico



DATE:

November 30, 2018

TO:

Public Works, Finance Committee, and City Council

VIA:

Regina Wheeler - Public Works Director

John J. Romero, P.E. - Engineering Division Director

FROM:

Michelle R. Martinez, Project Administrator  $\mathcal{M}\mathcal{M}$ 

#### ITEM & ISSUE:

BID NUMBER '19/01/B RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES IN A N AMOUNT NOT TO EXCEED \$4,000,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT) WITH:

- GM EMULSION, LLC.
- EMCO OF SANTA FE, LLC.
- ALLIED 360 CONSTRUCTION, LLC

#### **BACKGROUND & SUMMARY:**

A request for bids was advertised July 11, 2018 for On Call Roadway & Trails Construction Services. Six bids were received on August 1, 2018 with one bidder qualifying for local preference. The bids were reviewed for completeness and accuracy and upon review were reasonable. The lowest qualified bidder is GM Emulsion of Santa Fe with a base bid amount of \$3,817,265, exclusive of NMGRT. The second lowest bidder is EMCO of Santa Fe, LLC with a base bid amount of \$3,887,065, exclusive of NMGRT. The third lowest bidder is Allied 360 Construction, LLC with a base bid amount of \$3,926,227, exclusive of NMGRT. GM Emulsion, LLC qualified for a 3% local preference bringing the bid amount to \$3,702,747, exclusive of NMGRT.

We have utilized On-Call Construction contract over the past 10 years to construct portions of various public works projects and repairs that have involved roadway improvements such as asphalt reconstruction, sidewalk, curb, gutter, and ADA curb ramp installation; drainage system improvements; minor street maintenance, City parking lot reconstruction, and trail construction. Over this time period, we have awarded 7 On Call contracts with 9 vendors. Expenditures on these contracts ranged from \$5,000 to \$2,000,000, a list is attached. Our current contract expires on February 2, 2019. There is a variance in the expenditures with GM Emulsions compared to EMCO of Santa Fe and Century Club Construction. The reason is that both EMCO and Century Club became unavailable to us during different time periods as EMCO of Santa Fe went through a re-organization and Century Club Construction went out of business.

The proposed On Call Construction Services contract would be utilized on an as needed basis for appropriate types of work and when funds are available. The award is to multiple vendors as it will ensure the best price and timing of services to meet the City's needs since any one of these contractors may be engaged in other work making them unavailable to the City at a particular time of need. The multi-award ensures the City can acquire services to repair roads, trails and sidewalks, on short notice, and as needed. The contract term is for two years, with an option to renew for two additional years but not to exceed four years.

Funds for these services will be identified and budgeted in various line items in various Divisions across the City. Some will be from Capital Improvement Project funding, some will be in Parks maintenance or Utilities road patching funding. This Construction Agreement does not constitute a promise to purchase any amount of work. The total compensation under the three contracts will not exceed the cap amount of \$4,000,000 per vendor, unless the Council approves a cap adjustment and a contract amendment.

There are number of upcoming projects that would benefit from the use of this contract, below is the list of those projects:

9	Old Santa Fe Trail Bike Lane	\$300k
•	Harrison Road Sidewalks	\$300k
	Agua Fria Sidewalks	\$300k
•	Misc Drainage Projects	\$500I-\$1M
•	Gas Tax Bond Projects	\$6M-\$8M

#### **RECOMMENDED ACTION:**

The Public Works Department recommends the following:

- Approval of the Construction Agreement to provide On Call Roadway & Trials Construction Services in an amount not to exceed \$4,000,000 per contract, excluding NMGRT with:
  - GM Emulsion, LLC
  - EMCO of Santa Fe, LLC
  - Allied 360 Construction

Attachments: GM Emulsion, LLC. - Construction Agreement

GM Emulsion, LLC. – Summary of Contract Form EMCO of Santa Fe, LLC – Construction Agreement

EMCO, of Santa Fe, LLC - Summary of Contract Form

Allied 360 Construction – Construction Agreement Allied 360 Construction – Summary of Contract Form

Did Takulation shoot

Bid Tabulation sheet

# CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: 8/1/2018 BID: #19/01/B PREPARED BY: Nathan S.	Errico of SF Santa Fe, NM	Allied 360 Construction Espanola, NM	RL Leeder Santa Fe, NM	GM Emulsion Santa Fe,NM
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$3,887,065.00	\$3,962,313.53	\$6,892,485.00	\$3,817,265.00
NMGRT (8.4375%)	\$327,971.11	\$334,320.20	\$585,553.42	\$322,081.73
TOTAL BID AMOUNT	\$4,215,036.11	\$4,296,633.73	\$7,474,038.42	\$4,139,346.73
LOCAL PREFERENCE	•			\$3,702,747.05
		A A A A A A A A A A A A A A A A A A A		
SUBMITTAL REQUIREMENTS				
BID BOND	X	X	X	Х
EQUAL EMPLOYMENT	X	X	Х	Χ
NON-SEGREGATED FACILITIES	X	X	X	Х
NON-COLLUSION AFFIDAVIT	x	X	X	X
SUBCONTRACTORSLISTING	X	X	Х	X
NM RESIDENT PREFERENCE NUMBER	X	Х	Х	Х
ADDENDUM NUMBER 1	Χ	Χ	Х	X
ADDENDUM NUMBER 2	X	X	X	Х
ADDENDUM NUMBER 3	X	X	Χ	X

# CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: BID: # PREPARED BY: Nathan S.	TLC Plumbing & Utility Albuquer que, NM	HO Construction Albuquerque, NM		
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$4,634,119.00	\$4,775,195.00		
NMGRT (8.4375%)	\$391,003.79	\$402,907.08		
TOTAL BID AMOUNT	\$5,025,122.79	\$5,178,102.08		
SUBMITTAL REQUIREMENTS				
BID BOND	X	X		
EQUAL EMPLOYMENT	X	х		
NON-SEGREGATED FACILITIES	X	Х		
NON-COLLUSION AFFIDAVIT	X	X		
SUBCONTRACTORS LISTING	X	X		
NM RESIDENT PREFERENCE NUMBER	X	X		
ADDENDUM NUMBER 1	×	х		

# City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC,** herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (GM Emulsion, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

# 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

# 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

## 8. Amendment

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

## 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. **Appropriations**

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

#### 18. Release

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

## 19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of

this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

# 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

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

#### 24. Equal Opportunity Compliance

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

# 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

#### 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

# 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

# 38. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC 5935 Agua Fria St. Santa Fe, NM 87507

(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC

5935 Agua Fria St. Santa Fe, NM 87507 (505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: GM Emulsion, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL CITY CLERK	
APPROVED AS TO FORM:	
ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

		**************************************	A TRANSPORT			GM	Emulsions	EMC	O of Santa Fe	Allied 3	60 Construction
Lagreta	Item No.	Item Description	ifem No.	Units	Apprx. Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000	Cleaning & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
2	203000	Unclassified Excavation	203000	CY	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
3	203100	Barrow	203100	CY	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
4	203200	Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
- 5 - 6	203205 207000	Subexcavation and Recompaction Subgrade Preparation (1-500SY/IN)	203205 207000	SY/IN	500 500	15.00 0.50	7,500.00 250.00	10.00 0.25	5,000.00 125.00	21,97 2.15	10,985.00 1,075.00
7		Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.91	2,865.00
8	207000B	Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00	0.25	875.00	0.45	1,575.00
9	208000	Linear Grading	208000	MILE	1	3.000.00	3,000.00	5,000.00	5,000.00	5.730.00	5,730.00
10	209000	Blading and Reshaping	209000	MILE	1	5,000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
11	210000	Excevation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00	3,750.00	22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615,00	1.50%	3,615.00	1.34	3,229.40
14 15		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1.8 <b>75</b> .00	1.50 1.40	750.00 2.100.00	2.82 2.44	1,410.00 3,660.00
16		Base Coarse (1501+ SY/IN)	303015A	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17		Open Graded Friction Couse Complete (5/8)	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18.640.00
18	407000	Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19	407001A	Fog Seal for Roadway IIII Military	407001A	TON	30	900.00	27,000.00	00.008	24,000.00	816.53	24,495,90
20	407001B	Fog Seal for Trails	407001B	TON	30	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
21		Prime Coat Material	408100	TON	30	900.00	27,000.00		27,000.00	942 59	28,277.70
22	411000	Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6" Wide Cracks)	411100	LB	20,000	3.00	60,000.00	3.00.	60,000.00	4.73	94,600.00
24	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	SY/IN	10,000	1.33	13,300.00	1.30	13.000.00	2.11	21,100.00
25	414000A	Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SY/IN	50,000	1.33	66.500.00	1.30	65,000.00	2.01	100,500.00
26		Cold Milling (Asphalt)(50,001+ SY/IN)	414000B	SY/IN	75,000	1.33	99,750.00	1.30	97,500.00	1.87	140,250.00
27	416000	Minor Pevement	416000	SY/IN	2,500	12.00	30,000.00	6:00	15,000.00	7.31	18,275.00
28	417000	Miscellarieous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29	417100	Asphalt Gurb (6" Width)	417.100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30 31	423250 4234250A	HMA-SP-III Complete(1-10,000 SY/IN)	423250 4234250A	SY/IN	10,000 50,000	6.00 5.00	60,000.00 <b>250,000.00</b>	5.75	57,500.00 287,500.00	8.93 7.50	89,300.00
32	4234230A 423250B	HMA-SP-III Complete (10:001-50;000 SY/IN) HMA-SP-III Complete (50:001+SY/IN)	4234250A 423250B	SY/IN SY/IN	75,000	4.50	337,500.00	5.75 5.75	431,250.00	6.12	375(000,00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3.096.00
								1			
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
##35W##	423283B	HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5.64	423.000.00
36	451060	Concrete Pvmt Complete-Replace In-Kind Dowelled &	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
		Wire Mesh		L	L						
37	511000 511500	Structural Concrete, Class A Concrete Patch Work (1/4" to 1/2" thick)	511000 (511500	SF	1,500	600.00 3.50	30,000.00 5,250.00	600,00 3,00	30,000.00 4,500.00	439:30 4.06	21,965.00 6,090.00
11 39	511501	Sfucco (Color Determined Per Project)	511500	SF	1,500	3.00	4,500.00	5.00	7,500,00	4.06	6.090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000	Flowable Fill	516000	Web CY	50	120.00	6,000.00	95.00	4,750.00	133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
43	540060	Reinforced Bars Grade 60	540060	: LB	15,000	1.20	18,000.00	1,50	22,500.00	1.20	18,000.00
44 45	543002 541200	Metal Railing, Type D Structural Steel for Miscellaneous Structures	543002 541200	LF LB	500 18,000	25.00 1.60	12,500.00 28,800.00	30.00 4.25	15,000.00 76,500.00	85.00 4,59	42,500.00 82,620.00
45 46	570012	12" Culvert Pipe	541200 570012	LB HIS	18,000 30	30.00	28.800.00	20.00	76,500.00 600.00	4,59 30.56	82,620.00 916.80
47		18" Culvert Pipe	570012	LF EF	80	35.00	2,800.00	35.00	2.800.00	34.38	2,750.40
48	570024	24" Culvert Pipe	570024	ĹF	30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
49	570025	24" Culvert Pipe End Section	570025	EACH	2	250.00	500.00	250.00	500.00	362.90	725.80
50	570030	30" Culvert Pipe	570030	LF	30	55.00	1,650.00	50.00	1,500.00	57.30	1,719.00
% & 51	570031	30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00	400.00	800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
53 54	570037 570048	36" Culvert Pipe End Section: No. 2011 1998 1998 1998 1998 1998 1998 1998 1	570037 570048	EACH ***	30	600.00 90.00	1,200.00 2,700.00	600.00 80.00	1,200,00 2,400.00	688.50 764.00	1,377.00 22,920.00
55		48" Culvert Pipe 48" Culvert Pipe End Section	570048 570049	EACH	30		2,700.00	1,250.00	2,500.00		2,920.00
56		18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57		18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00		1,375.20
58		24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00		658.96
60	571000	3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	20.00	1,000.00	43.74	2,187.00
% 61 62		Removal of Structures and Obstructions Removal of Surfacing	601000	LS SY/IN	\$ 20,000.00 5,000	1.00 2.50	20,000.00 12,500.00	1.00 3.00	20,000.00 15,000.00	1.00° 2.90	20,000:00 14,500.00
62 63		Removal of Surfacing Riprap Class A	601110 602000	CA STAIN	75				18,750.00		16,875:00
64		Riprap Class B	601010	CY	75		15,000.00	150.00	11,250.00	100.28	7,521.00
1		<u> </u>	<u> </u>								

1 ×	000000	5: - 6/- 5	canaca	CV I	7F 1	00.00	6,750.00	450.00	44 350 00	102.19	7 004 05
65 66		Riprap Class D Riprap Class G	602030 602200	CY CY	75 75	90.00 180.00	13,500,00	150.00 150.00	11,250.00 11,250.00	102.19	7,664.25 8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69 70		Check Dam Type I Drop Inlet Protection Type 1	603220 603250	LF EACH	60 1	15,00 125.00	900.00 125.00	30.00 200.00	1,800.00 200.00	19,10 191,00	1,146.00 191.00
71		Drop Inlet Protection Type 2	603251	EACH	1	125.00	125.00	175.00	175.00	169.99	169.99
72	603261	Mulch Socks	603261	LF	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74 75		Metal Barrier W-Beam Metal Barrier Thrie-Beam	606000 606010	LF LF	500 500	18.00 27.00	9,000.00 13,500.00	20.00 25.00	10,000.00 12,500.00	17.86 28.75	8,930.00 14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77	606051	End Treatment TL-3 End Terminal	606051	EACH	2	2,300.00	4,600.00	2,500.00	5,000.00	2,434.30	4,868.60
78 79		End Treatment TL-2 End Terminal	606052 606050	EACH EACH	2 2	2,000.00 1,500.00	4,000.00 3,000.00	2,500.00 2,000.00	5,000.00 4,000.00	2,387.50 1,671,25	4,775.00 3,342.50
80		End Treatment Thri-Beam End Anchorage Post and Cable Barrier	606499	LF LF	<u>∠</u> 500	15.00	7,500.00	2,000.00 15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84		Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	LF LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85		Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87		Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88 89		Concrete Sidewalk 4" (101-500 SY) Concrete Sidewalk 4" (Colored) (101-500 SY)	608004A* 608005A*	SY SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
90		Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored)(501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92		Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50 <b>73.3</b> 5	135,000.00 146,700.00	27.94 27.94	55,880.00 55,880.00
93				***************************************			***************************************				
94		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95		Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96 97		ADA Ramp ADA Ramo (Colored)	608400* 608400A*	SY SY	300 300	60.00 62.00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99	609200A*	Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101 102	609202A* 609318*	12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609202A* 609318*	LF LF	250 250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF.	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gulter 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
Section of the sectio		Colored		LF			10,000.00	25.00	12,500.00	17.19	8,595.00
108	609324B*	Concrete Sloped Curb & Gutter 6"x24"(251+LF) Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324B*		500	20.00					
109	609324C*	Colored	609324C*	LF	500	20.00	10,000.00	30.00	15,000.00	17.39	8,695.00
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418C*	LF	250	22.00	5,500.00	30.00	7,500:00	15.52	3,880.00
114	609418D*	Colored Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
		Concrete Barrier Curb & Gutter 6 x 16 (250+LF) Concrete Barrier Curb & Gutter 6"x18" (250+LF)								1	
115	609418E*	Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	
116	609424*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
_		250 LF) Concrete Barrier Curb & Gutter 6"x24" (251+LF)		-						<b>-</b>	
120	609424D*	Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	609430A*	LF	30	32.00	960.00	35.00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17,67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 5"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A7	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000,00	75:00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6*x24* (1- 25 LF)	609706A*	ĹF	25	30.00	750.00	35.00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF 🦟	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000 00	30.00	15,000,00	18.00	9,000.00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001 623004	MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	- EACH	1	3,600:00	3,600.00	5,000.00	5,0D0.00	4,255.88	4,255.88
140 141	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142	632000	Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020 632100	Class C Seeding Steep Slope Seeding	632020 632100	ACRE ACRE	1 1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
145	632300	Manhole Extension	632300	EACH	8	300.00		750.00	6,000.00	620,75	4,966,00
146	652400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	662500	EACH	8	400.00		375.00	3,000.00	429.75	
148 149	663110 663850	Remove and Relocate Existing Fire Hydrant Water Valve Adjustment	663110 663850	EACH EACH	5	600.00 350.00	1,200.00 1,750.00	2,500.00 400.00	5,000.00 2,000.00	716.25 382.00	1,432.50 1,910.00
150	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151 152	667110 667209	Mail Box Installation-Single Crusher Fines	667110 667209	EACH CY	500	150.00 20.00	150.00 10,000.00	250.00 20.00	250.00 10.000.00	119.38 55.39	119.38 27,695.00
153	667500	Bollard: State of the state of	667500	EACH -	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154 155	667505 667510	Lay New Brick Sidewalk Remove and Reset Brick Sidewalk	667505 667510	SY SY	500 300	95.00 80.00	47,500.00 24,000.00	125.00 90.00	62,500.00 27,000.00	86.91 85.95	43,455.00 25,785.00
156	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,965.00
+ 157 ++ 158	667520A 667527B	Park Bench 6' Park Bench 8'	667520A 667527B	EACH EACH	20 20	800.00 1,100.00	16,000 00 22,000.00	500.00 750.00	10,000.00 15,000.00	1,203.30 1,499.35	24,066,00 29,987.00
159	701000	Panel Signs	701000	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs Steel/Base Post for Aluminum Signs (Merion U4)	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Charinel, Black w/ Breakable Base)	701100	LF	250	11.00	2,750.00	10.00	2,500,00	9.60	2,400.00
162 163	702810 702810A	Traffic Control Management (Major) Traffic Control Management (Minor)	702810 702810A	DAY	1	850.00 450.00	850.00 450.00	1,000.00	1,000.00 400.00	787.00 620.75	787.00 620.75
164	702110	Portable Changeable Message Sign	702110	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165 166	702600 703300	Sequential Arrow Board Display Reflective Barrier Delineator	702600 703300	DAY EACH	10	150.00 60.00	150:00 600.00	100.00 25.00	100.00 250.00	955,00 16.24	955:00 162.40
167	704000	Retroreflectorized Painted Markings 4" Layout	704000	LF	1.000	1.00	1,000.00	0.25	<del>                                     </del>	1.91	1,910,00
168	704004	Inclusive Retroreflectorized Painted Markings 12" Layout	704000	LF.	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704004	Inclusive Retroreflective Preformed Patterned Pvmt Stripe 4"	704004 704754	LF LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
L LOS BERT LEVEL AND A SECOND AND A SECOND ASSESSMENT AND A SECOND ASSESSMENT	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Stripe 12"-		LF							
170	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark	704762		100	13.00	1,300.00	6.00	600.00	6.12	612.00
171		Combo (Thru & Right) Arrow -380 IES 3M Tepe Retroreflective Preformed Patterned Pvmt Mark	704765	EACH	5		2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Print Mark, Right	704766	EACH	5	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmf Mark. Thru Arrow - 380 IES 3M Tape	704769	EACH	1,400,015	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvrnt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Ratroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200,00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreliective Preformed Patterned Pyrnt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181 182	704784 704870	Retroreflective Preformed Patterned Pyrnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape Temporary Reflective Raised Pavement Marker	704784° 704870	EACH EACH	50	550.00 3.50	2,750,00 175,00	200.00 7.00	1,000.00 350.00	410.65 2.87	2,053.25 143.50
102	704870	Rigid Electrical Conduit 1" schedule 40 conduit	704670	EACH	50	3.50	1/5.00	7,00	300.00	2.01	143.50
183	109010	complete in place including all as-phalt pevernent or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709010	ĽF	1,000	4.00	4.000 00	6.60	6,600.00	13.37	13,370.00 Pagading
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, tranching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit compose to place, including all as phalt pavement or concrete pavement or concrete pavement or cub cutting and patching, trenching, con-duit, and backfill	709030	LF	1,000	12:00	12,000.00	10.70	10,700.00	14.81	##14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard), complete installation including box, cover, conduit to controller cabinet ad detector loops, eli-asphalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000,00	800.00	1,600.00	513,79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (saw cut, placement of conductor's, seafant, 30 FT fead-in inclusive). Lead-insgreafer that 30 FT.	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290 00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh. Impact Alten, Unit Work Zones	720060	== EACH	5	1,650.00	8,250.00	3,000,00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200,00	1,600.00	93.59	
196	801000	Construction Staking by Contractor	801000	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	
197	901012	Testing Allowance	901012			1.00		1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500,00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,000.00	100.00	2,000.00	66.85	
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

3,817,265.00 3,887,065.00 3,962,313.53 NMGRT 322,081.73 327,971.11 334,320.20 TOTAL 4,139,346.73 4,215,036.11 4,296,633.73



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMO	VAL CONTRACT ENANCE AGREEMENT . SERVICES AGREEMEN RANDUM OF AGREEME T AGREEMENTS		CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDER JOINT POWERS AGREEMS CHANGE ORDERS		NG C
2	Name of Con	tractor GM Emulsion, LL	<u>C</u>			······································
3	Complete info	ormation requested			Þ	Plus GRT
					г	Inclusive of GRT
	Origina	I Contract Amount:	Not to exceed \$4	<u>M</u>		
	Termin	ation Date:	· · · · · · · · · · · · · · · · · · ·			
	ᅜ	Approved by Council	Date:	Pending		
	P*****	or by City Manager	Date:	<u> enace e e enacesse communas e e e e e e e e e e e e e e e e e e e</u>		
Contra	act is for: 19	/01/B On Call Roadway &	Trails Construction	Services		
	(2)12 2:22	a course were more decime decimes facility affiliation carries affiliate with	o' earn ann thu ann ear ear 1965 a	ence description (COS) (COS) quient began bases water states elected quark speec speech to	2004 (2004) 2004( 2004)	
	Amend	ment#	to the Or	iginal Contract#		
	Increas	e/(Decrease) Amount \$				
	Extend	Termination Date to:		***************************************		
	r	Approved by Council	Date:			
	<b>r-</b>	or by City Manager	Date:			
Amen	dment is for:					
		NOTICE CONTROL DESCRIPT CONTROL BESTERN MANUAL BESTERN ADDRESS CONTROL CONTROL CONTROL	no amongs format manife houses butters services records i	NAMES BOTHER MOTHER SECURIC SECURES SE	····	
4	History of Co	ontract & Amendments:	(option: attach spre	adsheet if multiple amendments)	г	Plus GRT
					r	Inclusive of GRT
	Amount \$	of o	riginal Contract#	Termination Da	te:	
		Reason:				
	Amount \$			Termination Da	te:	minosi maragalagossaessai d'ambit so vara esta coccententa
		Reason:				
	Amount \$ _		ndment #	Termination Da	te:	
	Amount ©	Reason:		Termination Dat	la ·	
	VINORHIT &	Reason:	HOHOIRT	i cimilandii Da		
	Total of Orig	pinal Contract plus all ame	endments: \$		***************************************	saannaree aa arang ah aa aa ah



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Prior year's contract amount?: N/A	5	Procurement Method of Original Contract: (complete one of the lines)	
example: (First year of 4 year contract)  7 Funding Source: Various  8 Any out-of-the ordinary or unusual issues or concerns:  (Memo may be attached to explain detail.)  9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)		RFP □ RFQ □ Sole Source □ Other □ RFB# '19/01/B	
Any out-of-the ordinary or unusual issues or concerns:  (Memo may be attached to explain detail.)  9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	6		
(Memo may be attached to explain detail.)  9 Steff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	7	Funding Source: Various BU/Line Item: Various	
9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	8	Any out-of-the ordinary or unusual issues or concerns:	
Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)		(Memo may be attached to explain detail.)	
Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931	
Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)  # Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.  # Prior year's contract amount?: NI/A  # Describe service impact from an ongoing commitment to the contractor: NI/A  # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  # If extending contract, why?: NI/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  # Contract #		Division Contract Administrator: Amanda Archuleta	
# Certificate of Insurance attached. (if original Contract)		Division Director: John J. Romero	
# Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.  # Prior year's contract amount?: N/A  # Describe service impact from an ongoing commitment to the contractor: N/A  # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  # If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract # Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.		Department Director: Regina Wheeler	
# Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.  # Prior year's contract amount?: N/A  # Describe service impact from an ongoing commitment to the contractor: N/A  # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  # If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract # Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Certificate of Insurance attached. (if original Contract) Shirlsy Rodriguez '19/0	1/B
# Describe service impact from an ongoing commitment to the contractor:  N/A  Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract # Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:  Procured through request for bids; use of lowest three	
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# If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract #  Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#		
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# Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract #  Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	If extending contract, why?: N/A	
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To be recorded by City Clerk:  Contract #  Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Has the contract been approved as to form by City Attorney's Office?:  Yes.	
Contract #  Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Is this for City Manager or Council approval?:  Yes, City Council	
Contract #  Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.			
Note: If further information needs to be included, attach a separate memo.			
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Comments:			
	Con	nments:	

#### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and EMCO of Santa Fe, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to **(EMCO of Santa Fe, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

# 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

# 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure

to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

# 8. <u>Amendment</u>

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

# 9. Status of Contractor

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

# 10. Assignment

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

#### 11. Subcontracting

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

# 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. Appropriations

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

#### 18. Release

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

#### 19. Confidentiality

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### 24. Equal Opportunity Compliance

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

# 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

# 26. Applicable Law

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

# 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

# 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

# 32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise

covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert:

Michelle Martinez, Project Administrator

City Name

Santa Fe

E-mail Address

mrmartinez1@ci.santa-fe.nm.us

Telephone Number

(505) 955-6931

Mailing Address.

500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: EMCO of Santa Fe, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK	
APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

Company   Comp	300		gradion 4 established			and the second second as	G/v	l Emulsions	EMCC	) of Santa Fe	Allied 3	60 Construction
Page	5.0	Item No.	flem Description	Item No.	Units	Apprx. Quantity			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	······································		Amount
District	***************************************											20,000.0
4   2020  Scheenzelstein   2020  CV   201   5.00   4.50   1.00   1.35   1.00	\$											4,299.00
												5,316.00 <sup>1</sup> 4,299.00
Section   Section Properties (1997)   Section Properties												
Company   Comp												1,075.00
No.	w 11 7	207000A	Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1:91	2,865.00
10   20000   Several and Reprintations   25000   MILE   1   5   5000   5,000,00   5,00												1,575.00
12   21000   10   10   10   10   10						1						5,730.00
12   210005   Temporary Residency Mary Sharing   20005   SF   150   22,000   3,000,000   40,000   1,000,000   15,501   2,505						250						6,303.00 5,730.00
14   30/15   20/15												2,937.00
16												
Fig.												1,410.00
18												3,660.00
18												6,860.00 18,640.00
19   347/0916   Fog Seat for Frails												11,460.00
22   4100												24,495.90
22		407001B	Fog Seal for Trails	407001B						27,000.00		27,790.50
A   1100												4-514-07-10
23   41/000   Cold Milling (Asphall) (1-10,000 SYIN)   41/000   5YIN   10,000   133   13,000 0   130   15,000 0   2.01   20   25   41/000   Cold Milling (Asphall) (1-10,000 SYIN)   41/0000   5YIN   50,000   133   68,500 0   130   55,000 0   2.01   20   20   20   20   20   20   20	1.0000000000000000000000000000000000000	100013000000000000000000000000000000000			The state of the s	30,000	2.50	75,000.00	***************************************	45,000.00		96,000.00
24	23	411100		411100	LB	20,000	3.00	60,000.00	3.00	60,000,00	4,73	94,600.00
25		414000		414000	SY/IN	10.000	1.33	13,300.00	\$0000 100 000000 AND S. S. A. MARCO S. C.	13,000,00	2.11	21,100.00
1.00   1.00											2.01	100,500.00
28												140,250.00
\$\frac{2}{3}												18,275.00
30												26,150.00 25,925.00
31												89,300.00
32   4222508   HAM-SP-II Complete [50,001+SyTIN]   4222508   SYTIN   75,000   4.50   337,500.00   5.75   431,250.00   6.12   459												375,000.00
34   423283A   HMA-SP-IV Complete-8422 Oil (10,000-50,000 SVIN)   423283A   SVIIN   50,000   7.50   375,000.00   5.75   287,500.00   7.45   372   373   373   373   373   373   373   374   374   374   374   374   375   37												459,000.00
35   423283B   HMA-SP-W Complete-6422 OI (50)00 (F) SVIN)   423283B   SVIN   75,000   7.00   525,000 (B)   5.75   431,250 (B)   5.64   423   36   451060   Concrete Part Complete-Replace In-Kind Dowelled & 451060   SVIN   1,500   3.50   5,250.00   5.00   7,500.00   7,36   111   37   511000   Structural Concrete Class A   511000   CY   50   600.00   30,000.00   600.00   30,000.00   439.30   21   511000   Structural Concrete Part Mork (1/4" to 1/2" thick)   511500   SF   1,500   3.50   5,250.00   3.00   4,500.00   4.06   6   6   6   6   6   6   6   6   6	33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000,00	7.00	2,800.00	7,74	3.095.00
36	34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
451000   Wire Mesh   451000   Wire Mesh   451000   Still   S	35-	423283B	HMA-SP-IV/Complete-6422 Oit (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5,64	423,000.00
37	36	451060		451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
\$\frac{38}{39}\$\$ \frac{511500}{511501}\$\$ \frac{\text{Stace}}{\text{Iclose}}\$\$ \frac{17e^{\text{Thick}}}{\text{1}}\$\$ \frac{51500}{51500}\$\$ \frac{5}{51500}\$\$ \frac{51500}{51500}\$\$ \frac{5}{51500}\$\$ \frac{5}{51500}\$\$ \frac{5}{55000}\$\$ \frac{7500.00}{5000}\$\$ \frac{5}{5000}\$\$ \frac{75000.00}{5000}\$\$ \frac{15000}{5000}\$\$ $ \frac{15000}{5000}\$\$ \frac{15000}{5000}\$\$\$ \frac{15000}{5000}\$\$\$ \frac{150000}{5000}\$\$\$ \frac{150000}{5000}\$\$\$ \frac{150000}{5000}\$\$\$ \frac{150000}{5000}\$\$\$ \frac{150000}{5000}\$\$\$\$ \frac{150000}{5000}\$\$\$\$ \frac{150000}{5000}\$\$\$\$ \frac{150000}{5000}\$\$\$\$\$ \frac{150000}{5000}\$\$\$\$\$	97	531000		511000	CV	ξn	600.00	30,000,00	600.00	30,000,00	439 30	21,965.00
39   511501   Stuco (Color Determined Per Project)   551501   SF   1,500   3.00   4,500.00   5.00   7,500.00   4.06   Ce												6,090.00
41												
42         531001*         Permanent Anti-Grafititi Protective Coat         531001*         SF         2,500         1.20         3,000.00         1.50         3,750.00         1.06         2           43         540060         Reinfarced Bars Grade 60         540060         LB         15,000         1.20         18,000.00         1.50         22,500,00         1.20         18           44         543002         Metal Railing, Type D         543002         LF         500         25,00         12,500.00         30.00         15,000.00         85,00         42           45         541200         Structural Steef Ind Miscellaneous Structures         541200         LB         18,000         160         28,800.00         4.25         76,500.00         4.59         82           46         570012         Culvert Pipe         570018         LF         30         35.00         2,800.00         30.50         2,800.00         30.50           48         570024         24° Culvert Pipe         570018         LF         30         45.00         1,260.00         40.00         1,200.00         34.33         2           49         570025         24° Culvert Pipe End Section         570030         LF         30         450.00<												23,159.00
43   54000   Reinforced Bars Grade 60   540060   LB   15,000   1.20   18,000.00   1.50   22,500.00   1.20   18   15,000   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   1.50   12,500.00   1.50												
44         543002         Metal Railing, Type D         543002         LF         500         25.00         12,500.00         30.00         15,000.00         85.00         42           45         541200         Sincular Steel for Miscellaneous Structures         541200         LB         18,000         11,60         28,800.00         42.25         76,500.00         45,99         32           46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         22.00         600.00         30.56           47         570018         16" Culvert Pipe         570018         LF         80         35.00         2,800.90         35.00         2,800.00         34.18         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         40.00         1,200.00         43.93         1           49         570032         24" Culvert Pipe End Section         570025         EACH         2         250.00         50.00         500.00         500.00         36.90           50         570030         30" Culvert Pipe         570031         EACH         2         250.00         50.00         1,500.00												2,650.00 18,000.00
A5   541200   Structurel Steel for Miscellaneous Structures   541200   LB   48,000   1160   28,800.00   4.25   76,500.00   4.59   82   46   570012   LF   30   30.00   900.00   20.00   600.00   30.56   47   570018   18 Culvert Pipe   570012   LF   80   35.00   2,800.00   34.38   2   48   570024   24 Culvert Pipe   570024   LF   30   42.00   1,260.00   40.00   1,200.00   43.93   1   49   570025   24 Culvert Pipe End Section   570025   EACH   2   250.00   500.00   250.00   500.00   362.90   50   50   570030   LF   30   55.00   1,650.00   500.00   362.90   50   570031   30 Culvert Pipe End Section   570031   EACH   2   400.00   800.00   400.00   1,800.00   62.75   1   52   570036   35 Culvert Pipe End Section   570036   LF   30   60.00   1,800.00   60.00   1,800.00   62.75   1   53   570037   35 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.50   1,100.00   62.75   1   53   570034   48 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.00   1,200.00   680.50   1,146.00   2   55   570049   48 Culvert Pipe End Section   570048   LF   30   90.00   2,700.00   80.00   2,400.00   764.00   2   55   570049   48 Culvert Pipe End Section   5700425   LF   30   45.00   1,250.00   30.00   90.00   36.29   1   570.30   1,146.00   2   1,250.00   1,250.00   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   30.00   30.00   90.00   36.29   1   30.00   30.												42,500.00
46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         20.00         600.00         30.56           47         570018         18" Culvert Pipe         570018         LF         80         35.00         2,800.00         35.00         2,800.00         34.38         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         42.00         1,260.00         43.93         1           49         570025         24" Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570031         30" Culvert Pipe End Section         570030         LF         30         55.00         1,650.00         500.00         362.90           50         570031         30" Culvert Pipe         570034         EACH         2         400.00         800.00         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           5												82,620,00
48 570024 24" Culvert Pipe								900.00				916.80
49         570025         Z4**Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570030         30**Culvert Pipe         570030         LF         30         55.00         1,650.00         500.00         1,500.00         57.30         1           51         570031         30**Culvert Pipe End Section         570031         EACH         2         400.00         800.00         400.00         800.00         580.00												2,750,40
50         570030         30" Culvert Pipe         570030         LF         30         55.00         1,650.00         50.00         1,500.00         57.30         1           51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.09         800.00         400.90         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         600.00         1,200.00         680.00         1,200.00         627.5         1           53         1570937         36" Culvert Pipe End Section         570037         EACH         2         660.00         1,200.00         600.00         1,200.00         688.50         1           54         570048         48" Culvert Pipe End Section         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         5704949         48" Culvert Pipe End Section         570449         EACH         2         1,300.00         2,600.00         1,250.00         2,500.00         1,460.00         2           57         570429         18" Sto												1,317.90
51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.00         800:00         400:00         800:00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60:00         1,800.00         60:00         1,800.00         60:00         1,800.00         62.75         1           54         570048         48" Culvert Pipe End: Section         570048         LF         30         90:00         2,700.00         80:00         2,400.00         764:00         22           55         570049         48" Culvert Pipe End: Section         570049         EACH         2         1,300.00         2,600.30         1,250.00         2,500.00         1,46:00         2           56         570429         18" Storm Drain Pipe         570425         LF         30         45:00         30:00         90:00         36:29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200:00         400:00         30:00         90:00         36:70         1           58         570437         24" Storm Drain End Section         570437         LF         30<												725.80 1,719.00
52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           53         1570037         36" Culvert Pipe End Section         570037         EACH         2         600.00         1,200.00         600.00         1,200.00         688.50         1           54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570429         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,700.00         80.00         2,400.00         764.00         22           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain End Section         570437         LF         30         70.00												1,168.92
54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570049         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,600.00         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Fipe         570429         EACH         2         200.00         400.00         300.00         900.00         36.87.60         1           58         570437         24" Storm Drain Fipe         570437         LF         30         70.00         2,100.00         500.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,500.00         34.86         1           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1.250.00         20.00         1,000.00         32.48           61         601000         Removal of Structures and Obstructions         601090         LS         \$20,000.00         1.00         20,000.00	52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
55         570049         48" Culvert Pipa End Section         570049         EACH         2         1,300.00         2,600.90         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570441         EACH         2         300.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,500.00         34.86         1           60         571000         38" Diamondal Piate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$20,000.00         1,00												1,377.00
56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         10" Storm Drain End Section         570429         EACH         2         200.00         400.00         30.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         50.00         1,000.00         34.86         1           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20	3					<del></del>						22,920.00
57         570429         19" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,000.00         329.48           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601000         LS         \$ 20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>2,292.00 1,088.70</td></td<>												2,292.00 1,088.70
58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2.100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,000.00         329.48           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601090         LS         \$ 20,000.00         1.00         20,000.00												
60 571000 3/8" Diamond Plate 571000 SF 50 25.00 1,250.00 20.00 1,000.00 43.74 2 61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00		570437	24" Storm Drain Pipe						477.44 7 17.7 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		34.86	1,045.80
61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00	59	570441		570441		2	300.00					
02   001110   15000.00   001110   5000   2,000   2,001   12,000.00   5.00   15,000.00   2.30   15												

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7.664.25
66		Riprap Class G	602200	CY	75	180.00	13.500.00	150.00	11,250.00	109.83	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70 71		Drop Inlet Protection Type 1 Drop Inlet Protection Type 2	603250 603251	EACH EACH	1	125.00 125.00	125.00 125.00	200.00 175.00	200.00 175.00	191.00 169.99	191.00 169.99
72		Mulch Socks	603261	LF.	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75		Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76 77		Metal Barrier End-Treatment (Anchorage) End Treatment TL-3 End Terminal	606050 606051	EACH EACH	2 2	1,380.00 2,300.00	2,760.00 4,600.00	2,000.00 2,500.00	4,000.00 5,000.00	2,079.99 2,434.30	4,159.98 4,868.60
78		End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,434.50	4,775.00
79		End Treatment Thri-Beam End Anchorage	606050	EACH	2	1,500.00	3,000.00	2,000.00	4,000.00	1,671.25	3,342.50
80		Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2,50	1,250.00	5,00	2,500.00	6.31	3.155.00
82 83		Barbless Wire Fence 4' Chain Link Fence 6'	607005 607026	LF LF	500 200	2.50 20.00	1,250.00 4.000.00	5.00 20.00	2,500.00 4,000.00	5.97 26.27	2,985.00 5,254.00
84		Pedestrian/ Bicycle Railing	607079	LF	500	42.00	21,000.00	40.00	20,000.00	63.03	31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	1	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87 88		Concrete Sidewalk 4" (Colored) (1-100 SY) Concrete Sidewalk 4" (101-500 SY)	608005* 608004A*	SY SY	100 500	54.00 45.50	5,400.00 22,750.00	52.50 45.00	5,250.00 22,500.00	59.69 42.98	5,969.00 21,490.00
89		Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	45.00 50.00	25,000.00	42.98 47.55	23,775.00
90	608004B*	Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92 93		Drive-Pad 6" Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50	135,000.00	27.94 27.94	55,880.00
			<del></del>		1	······································	<u> </u>	73,35	146,700.00		55,880.00
94 95		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY SF	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
96		Detectable Warning Plastice ADA Ramp	608300 608400*	SY	1,000 300	25.00 60.00	25,000.00 18,000.00	25,00 63.00	25,000.00 18,900.00	23.40 57.30	23,400.00 17,190.00
97		ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100		12"-18" Tall Cut-off Wall	609202* 609202A*	LF LF	250 250	22.00 24.00	5,500.00	30.00 35.00	7,500.00	13.23 16.00	3,307.50
102		12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF LF	250	24.00	6,000.00 6,000.00	30.00	8,750.00 7,500.00	18.15	4,000.00 4,537.50
103		Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF	500	20.00	10,000.00	25.00		16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Golored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	- 7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF		20.00		30.00	15,000.00	17.39	8,695.00
		Calared Calared			500		10,000.00				
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875,00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	SOGA18E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15,43	7,715.00
116		Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
1.1000000000000000000000000000000000000		Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)								ACAR (0.000) N. C.	30.000
117	609424A*	Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27,50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	(251+LF) Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00		27.70	
144	, 000400	( Carb G Carb G Care C AGO (1-50 Er)	1 000-700	1	J	30.00	1 300.00	30.00	1 300.00		1 001.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417,50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30,00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750,00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000,00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Tranverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141 142	623600 632000	Junction Box Class A Seeding	623600 632000	EACH ACRE	1	400.00 5,000.00	400.00 5,000.00	500.00 9,000.00	500.00 9,000.00	658.95 2,758.04	658.95 2,758.04
143	632020	Class C Seeding	632020	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Steep Slope Seeding	632100	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension Manhole Adjustments (Frame and collar to be	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147 148	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH		400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149		Water Valve Adjustment	663850	EACH	5	350.00	1,750,00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151 152		Mail Box Installation-Single Crusher Fines	667110 667209	EACH CY	500	150.00 20.00	150.00 10,000.00	250,00 20.00	250.00 10,000.00	119,38 55,39	119.38 27,695.00
153		Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154		Lay New Brick Sidewalk	667505	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155 156		Remove and Reset Brick Sidewalk Litter Receptacle	667510 667515	SY EACH	300 20	80.00 900.00	24,000.00 18,000.00	90.00 250.00	27,000.00 5,000.00	85.95 1,098.25	<b>25,785.0</b> 0 21,965.00
157	667520A	Park Bench 6'	667520A	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158 159		Park Bench 8' Panel Signs	667527B 701000	EACH SF	20 150	1,100.00 16.00	22,000.00 2,400.00	750.00 15.00	15,000.00 2,250.00	1,499.35 17.53	29,987.00 2,629.50
160		Remove and Reset Panel Signs	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Marion U-	701100	LF	250	11.00	2,750,00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450,00	450.00	400.00		620.75	620.75
164	702110	Portable Changeable Message Sign	702110	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165 166	702600 703300	Sequential Arrow Board Display Reflective Barrier Delineator	702600 703300	DAY EACH	10	150.00 60.00	150.00 600.00	100,00 25.00	100.00 250.00	955.00 16.24	955,00 162,40
167	704000	Retroreflectorized Painted Markings 4" Layout	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168		Inclusive Retroreflectorized Painted Markings 12" Layout	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Inclusive Retroreflective Preformed Patterned Pvmf Stripe 4"-	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2,68	1,340.00
170	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Stripe 12"-	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
		380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark				27542a (1220 Alaba Alaba 2006) (122					a conservação esta esta de destribuição de la conservação de la co
171	704765	Combo (Thru & Right) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark	704765	EACH	5		2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmt Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458 40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark: Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES SM Tape	704771	EACH	5	550.00	2,750.00	200,00	00.000,1	382,00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retrorallective Preformed Patterned Pvmt Mark, Word (PED) - 380 IES 3M Tape	704775	EACH	10 10 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	550.00	2,750.00	200:00	1,000 00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200,00	1,000.00	358.13	1,790.65
181	704784	Retrorallective Preformed Patterned Pyrnf Mark Bike   Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7,00	350.00	2.87	143.50
183		Rigid Electrical Conduit 1' schedule 40 conduit complete in place, Including all as phalf pevement of concrete pavement or curb outling and patching, trenching, con-duit, and backfill.	709010	LF	1,000	4.00	4,000.00	6,60	6,600.00	13.37	13,370.00
184	700020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	(09030	Rigid Electrical Conduit 3' schedule 40 conduit complete in place, including all as-phalt payament or curb cutting and patching, trenching, con-duit, and backfill as a seconduit.	709030	EFICATION	1,000	12.00	12,000 00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loods, all aspitalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EAGH	2	500.00	1,000.00	800,00	1,600.00	513.79	1,027,58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb outling, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (Saw Cut, placement of conductor's, sealant, 30 FT lead-in inclusive), Lead-insigneter that 30 FT	713036	EACH	50	700.00	35,000.00	700.00	35,000.00	382,00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	NAMES AND ASSOCIATED BY	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT-lead-in inclusive).	713032	EAGH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh Impact Atten. Unit Work Zones	720060	EACH	5	-1,650.00	8,250.00	3,000.00	15,000.00	1,071.25	5,356.25
194 195	721000 721101	Removal of Pavement Stripe (Water Blasting)	721000 721101	LF EACH	200	5.00 100.00	1,000.00 800.00	2.50 200.00	500,00 1,600,00	2.39 93.59	478.00 748.72
196	801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	801000	LS	\$ 10,000,00	1.00	10,000,00	1.00	10,000.00	1.00	10,000,00
197	901012	Testing Allowance	901012		\$25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,060.00		2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Section to be completed by department for each contract or contract amendment

1	MAIN' LEGA MEMO	INAL CONTRACT TENANCE AGREE L SERVICES AGRI DRANDUM OF AGI IT AGREEMENTS	EEMENT	  - 		CONTRACT A LICENSE AGR MEMORANDU JOINT POWER CHANGE ORD	EEMENT M OF UNDER RS AGREEME		ING F
2	Name of Co	ntractor EMCO of	Santa Fe, LLC	<del></del>	···········				
3	Complete int	formation requested	j					P	Plus GRT
								۲	Inclusive of GRT
	J	al Contract Amount	<u></u>	xceed \$4	***************************************	**************************************			
	Termi	nation Date:							
	F	Approved by Co	uncil	Date:	Pendi	ng	**************************************		
	Γ	or by City Manag	jer	Date:					
Contra	act is for: 19	9/01/B On Call Roa	dway & Trails Con	struction	Service	s			
			2 100000 20000 20000 100000 20000 00000 1000			MART 20000 SERVE SAME TAKES SAME SAME			•
	Amen	dment #		to the Or	iginal Co	ontract#			
	Increa	se/(Decrease) Amo	ount \$						
	Extend	d Termination Date	to:	· · · · · · · · · · · · · · · · · · ·					
	۲	Approved by Cou	uncil	Date:	***************************************				
	۲	or by City Manag	er	Date:	***************************************				
Amen	dment is for:						***		
			: was and was and and	-					
4	History of C	ontract & Amenda	nents: (option: att	ach sprea	edsheet	if multiple ame	ndments)	Γ	Plus GRT
								۲	Inclusive of GRT
	Amount \$		of original Con	tract#	***************************************	Te	rmination Date	e;	
			<del></del>						
	Amount \$						rmination Date	ə:	
	A								
	Amount \$	Reason:	amendment#_				rmination Date	9:	······································
	Amount \$	11003011.	amendment#			Te	rmination Date	e;	
		S	***************************************					***************************************	
	Total of Or	iginal Contract plus	all amendments:	\$					



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP □ RFQ □ Sole Source □ Other □ RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract)
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Procured through request for bids; use of lowest three qualified bidders.
#	Prior year's contract amount?: N/A
#	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
#	If extending contract, why?:  N/A
#	Was a Santa Fe company awarded contract? If not, why?:  Yes
#	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
'nh	e recorded by City Clerk:
	tract #
	of contract Executed (i.e., signed by all parties):
	:: If further information needs to be included, attach a separate memo.
	ments:
JOIT	ments.

#### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Allied 360 Construction, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (Allied 360 Construction, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice: City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. Appropriations

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

#### 18. Release

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

#### 19. Confidentiality

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### 24. Equal Opportunity Compliance

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

#### 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

## 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

#### 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. <u>Invalid Term or Condition</u>

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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service:
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: Allied 360 Construction, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

	111					G/v	f Emulsions	EMC.	O of Santa Fe	Allied 3	60 Construction
484	Item No.	Item Description	Item No.	Units	Apprx, Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
3 1964	201000	Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000,00	1.00	20,000.00	1.00	20,000.00
2 3	203000 203100	Unclassified Excavation Borrow	203000 203100	CY	300 300	10.00 15.00	3,000.00 4,500:00	3.50 11.00	1,050.00 3,300.00	14.33 17.72	4,299.00 5,31 <b>6.00</b>
4		Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
7675	203205	Subexcavation and Recompaction	203205	GY	500	15,00	7,500.00	10.00	5,000.00	21.97	10,985.00
6		Subgrade Preparation (1-500SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7		Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25,	375.00	1,91	2,865.00
8 9		Subgrade Preparation (1501+ SY/IN) Linear Grading	207000B 208000	SY/IN MILE	3,500	0.30 3.000.00	1,050.00 3,000.00	0.25 5,000.00	875.00 5,000.00	0.45 5.730.00	1,575.00 5,730.00
10		Blading and Reshaping	209000	MILE	1	5.000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
99		Excevation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00		22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1,875.00	1.50 1.40	750.00 2,100.00	2.82 2,44	1,410.00 3,660.00
16		Base Coarse (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17		Open Graded Friction Couse Complete (5/8)"	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18		Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19 19 19		Fog Seal for Roadway	407001A	TON	30		First and 27,000.00	800.00	24,000.00	816.53	24,495.90
20 21		Fog Seal for Trails Prime Goat Material	407001B 408100	TON	30 3€	1,000.00 900.00	30,000.00 27,000.00	900.00 900.00	27,000.00 27,000.00	926.35 942.59	27,790.50 28,277.70
22		Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6"	411100	LB	20,000	3.00	60,000.00	3.00	60,000.00	4.73	94,600.00
		Wide Cracks)	A			and the second second second	A CONTRACTOR OF THE PROPERTY O			198123 - 1884 - 1896 - 18	and the second second second
24		Cold Milling (Asphalt) (1-10,000 SY/IN)	414000 414000A	SY/IN SY/IN	10,000	1.33	13,300.00	1.30 1.30	13,000.00 65,000.00	2.11 2.01	21,100.00
25 26		Cold Milling (Asphalt) (10,001-50,000 SY/IN) Cold Milling (Asphalt)(50,001+ SY/IN)	414000A 414000B	SY/IN	50,000 75,000	1.33 1.33	66,500.00 99,750.00	1.30 1.30	65,000.00 97,500.00	1.87	100,500.00 140,250.00
27	THE SHAREST PROPERTY OF	Minor Pavement	416000	SY/IN	2,500	12.00	30,000.00	6.00	15,000.00	7.31	18,275.00
28	417000	Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29 1030		Asphalt Curb (6" Width)	417100	LF	2,500		**************************************			10.37	25,925.00
30		HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6,00	60,000.00	5.75	57,500,00 287,500,00	8.93 7.50	89,300.00
31		HMA-SP-III Complete(10:001-50,000 SY/IN) HMA-SP-III Complete (50,001+SY/IN)	4234250A 423250B	SY/IN SY/IN	50,000 75,000	5,00 4.50	250,000.00 337,500.00	5.75 5.75	431,250.00	6.12	375,000.00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00		2,800.00		3,096.00
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B	HMA-SP-IV Complete-6422 Oil (50:0001+ SY/IN)	423283B	SY/IN	75.000	7.00	525,000.00	5.75	431,250,00	5.64	423,000.00
		Concrete Pvmt Complete-Replace In-Kind Dowelled &		f	1		<u> </u>	1	<u> </u>	1	·
36	451060	Wire Mesh	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
37	511000	Structural Concrete, Class A	511000	CY	50	600.00				439.30	21,965.00
38 39	511500 511501	Concrete Patch Work (1/4" to 1/2" thick) Stucco (Color Determined Per Project)	511500 511501	SF SF	1,500 1,500	3.50 3.00	5,250.00 4,500.00	3.00 5.00	4,500.00 7,500.00	4.06 4.06	6,090.00 6,090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000=	Flowable Fill	516000	CYCALOR	- 14 Acros 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		6,000.00			133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1,06	2,650.00
43 44	540060 543002	Reinforced Bars Grade 60 Metal Railing, Type D	540060 543002	LB LF	15,000 500	1.20 25.00	18,000:00 12,500.00	1.50 30.00	22,500.00 15,000.00	1.20 85.00	18,000.00 42,500.00
45	541200	Structural Steel for Miscellaneous Structures	541200	LF	18,000	1.60				4.59	82,620.00
46	570012	12" Culvert Pipe	570012	LF	30	30.00	900.00	20.00	600.00	30.56	916.80
47		18" Culvert Pipe Market	570018	LF	80	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
48 49	570024 570025	24" Culvert Pipe	570024 570025	LF EAGH	30	42.00 250.00	1,260.00	40.00 250.00	1,200.00 500.00	43.93 362.90	1,317.90 725.80
50	570030	24" Gulvert Pipe End Section 30" Culvert Pipe	570025 570030	LF	30	250.00 55.00	500:00 1,650,00		1,500.00	57.30	1,719.00
51	570031	30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00		800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
11.153		36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00			688.50	1,377,00
54		48" Culvert Pipe	570048	LF	30 2		2,700.00 2,600.00		2,400.00 2,500.00	764.00	22,920.00 2,292.00
56 56		48" Culvert Pipe End Section 118" Storm Drain Pipe	570049 570425	LF	30	1,300.00 45.00	1,350.00		900.00	36.29	2,292.00 1,088.70
57		18" Storm Drain End Section	570429	EACH	2						
58	570437	24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00			1,000.00		658.96
60 61		3/8" Diamond Plate Removal of Structures and Obstructions	571000 601000	SF LS	\$ 20,000.00	25.00 1.00	1,250.00 20,000.00		1,000.00 20,000.00	43.74 1.00	2,187.00 <b>20,</b> 000.00
62		Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00		15,000.00	2.90	14,500.00
63	602000	Riprap Class A	602000	CY	75	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00
64	601010	Riprap Class B	601010	CY	75	200.00	15,000.00	150.00	11,250.00	100.28	7,521.00

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7,664.25
66	602200	Riprap Class D Riprap Class G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	102.19	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68	603200	Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15,00	900.00	30.00	1,800.00	19.10	1,146.00
70		Drop Inlet Protection Type 1	603250	EACH EACH	1	125.00 125.00	125.00	200.00	200.00	191.00	191.00
71 72		Drop Inlet Protection Type 2 Mulch Socks	603251 603261	LF LF	500	2.25	125.00 1,125.00	175.00 2.25	175.00 1,125.00	169.99 2.15	169.99 1,075.00
73	603280	SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75	606010	Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25:00	12,500.00	28.75	14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77 78	606051 606052	End Treatment TL-3 End Terminal End Treatment TL-2 End Terminal	606051 606052	EACH EACH	2 2	2,300.00 2,000.00	4,600.00 4,000.00	2,500.00 2,500.00	5,000.00 5,000.00	2,434.30 2,387.50	4,868.60 4,775.00
79	606050	End Treatment Thri-Beam End Anchorage	606050	EACH	2	1.500.00	3,000.00	2,000.00	4,000.00	1.671.25	3,342.50
80	606499	Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81	607004	Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF (F	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84	607026 607079	Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	LF LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1.000.00	912.03	912.03
86	608004*	Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87	608005*	Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88	608004A* 608005A*	Concrete Sidewalk 4" (101-500 SY)	608004A* 608005A*	SY SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
89 90	608004B*	Concrete Sidewalk 4" (Colored) (101-500 SY) Concrete Sidewalk 4" (501+SY)	608004B*	SY	500 600	42.00	25,200.00	42.50	25,500.00	47.55 45.84	27,504.00
91	608005B*	Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24.000.00	50.00	30,000.00	50.62	30,372.00
92	608106*	Drive-Pad 6"	608106*	SY	2,000	52.00	104,000.00	67.50	135,000.00	27.94	55,880.00
93	608106A*	Drive-Pad 6" (Colored)	608106A*	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,880.00
94	608204*	Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95	608300	Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23,40	23,400.00
96 97		ADA Ramp ADA Ramp (Colored)	608400* 608400A*	SY SY	300 300	60.00 62.00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF LF	250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
102 103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318* 609318A*	LF	250 500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Guller 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF	500	20.00	10,000,00	30.00	15,000.00	17.39	8,695.00
		Colored									
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27,99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
116	609424*	Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
		Colored							6,250.00	23.83	5,957.50
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00				
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750.00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	621000_	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2,00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	<u>1</u> 1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142		Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020 632100	Class C Seeding	632020	ACRE ACRE	1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
144 145	632300	Steep Slope Seeding Manhole Extension	632100 632300	EACH	8	300,00	2,400.00	750.00		620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147 148	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH	<u>8</u> 2	400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149	663850	Water Valve Adjustment	663850	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150 151	663855 667110	Adjust Valve Box to Grade Mail Box Installation-Single	663855 667110	EACH EACH	3	300.00 150.00	900.00 150.00	250.00 250.00	750.00 250.00	286.50 119.38	859.50 119.38
152	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153 154		Bollard Lay New Brick Sidewalk	667500 667505	EACH SY	50 500	550.00 95.00	27,500.00 47,500.00	150.00 125.00	7,500.00 62,500.00	315.15 86.91	15,757.50 43,455.00
155	667510	Remove and Reset Brick Sidewalk	667510	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156 157		Litter Receptacle Park Bench 6'	667515 667520A	EACH EACH	20 <b>2</b> 0	900.00 800.00	18,000.00 16,000.00	250.00 500.00	5,000.00 10.000.00	1,098.25 1,203.30	21,965.00 24,066.00
158		Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159 160	701000 701030	Panel Signs Remove and Reset Panel Signs	701000 701030	SF EACH	<b>1</b> 50 20	16.00 100.00	2,400.00 2,000.00	15.00 100.00	2,250.00 2,000.00	17.53 94.55	2,629.50 1,891.00
161	701030	Steel/Base Post for Aluminum Signs (Marion U-	701000	LAGIT	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	230	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164 165	702110 702600	Portable Changeable Message Sign Sequential Arrow Board Display	702110 702600	DAY DAY	1	450.00 150.00	450.00 150.00	125.00 100.00	125.00 100.00	1,432.50 955.00	1,432.50 955.00
166	703300	Reflective Barrier Delineator	703300	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910,00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pvmt Stripe 4"- 380 IES 3M Tape	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmt Stripe 12"- 380 IES 3M Tape	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Right) Arrow -380 IES 3M Tepe	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pymf Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600,00	401.10	1,203.30
177	704771	Retigreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pvmt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	304 5	550:00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7.00	350.00	2.87	143.50
183	709010	Rigid Electrical Conduit 1" schedule 40 conduit or complete in place, including all as-phair pevernent or concrete pavernent or curth cutting and patching, trenching, con-duit, and backfill	709010	LF	1,000	4.00	4,000.00	6.60	6,600,00	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8,00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt bavement or concrete payement or curb cutting and patching, trenching, con-duit, and backful	709030	LF	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet addetector foots, all aspiralt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
	100	5x6 Magnetic Loop Detector complete in place with conductors to pull bax, (saw cut, placement of	and the state of the state of	e e e e e e e e e e e e e e e e e e e	STATE OF THE PARTY		1000	QUESTION IN	4000	All the second	
189	713030	conductor's, sealant, 30 FT lead-in inclusive). Lead-ins- greater that 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00 35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant. inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh: Impact Atten. Unit Work Zones	720060	== EACH	5	1,650.00	8,250.00	3,000.00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF.	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195 196	721101 801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	721101 801000	EACH LS	\$ 10,000.00	100,00 1.00	800.00 10,000.00	200,00 1.00	1,600.00 10,000.00	93:59 1.00	748.72 10,000,00
197	901012	Testing Allowarice	901012	ALLOWANCE		1.00		1.00		1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	13868120	100.00		100.00	2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

#### Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMC	NAL CONTRACT ENANCE AGREEME L SERVICES AGREEI BRANDUM OF AGREE T AGREEMENTS	MENT			CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDERST JOINT POWERS AGREEMENT CHANGE ORDERS		ING F
2	Name of Cor	stractor Allied 360 Co	nstruction, LLC					(c
3	Complete info	ormation requested					V	Plus GRT
							г	Inclusive of GRT
	Origina	al Contract Amount:	Not to ex	ceed \$4	M.	umumumaa, umqqqpu		
	Termin	ation Date:				Minuse.		
	₽	Approved by Counc		Date:	Pendi	ing		
	r	or by City Manager		Date:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Contra	ct is for: 19	/01/B On Call Readwa	ay & Trails Cons	struction	Service	9S		]
		m syrim baha takka kana katan dalah kalifi selila		MAN SAME BOOM &		Defines provide Services Georgia Services habitati deplatat distincto balancio sistembili liberichi distribiti	1 1000 Print	
	Amend	lment#		to the Or	iginal C	ontract#		
	Increas	se/(Decrease) Amount	t\$		***************************************	**************************************		
	Extend	Termination Date to:	<b>W</b>			***		
	г	Approved by Counc	il	Date:		- Annie		
	<b>r-</b>	or by City Manager						
Amend	ment is for:		***************************************					1
		- 100000 100000 100000 100000 100000 100000 100000	PRODUCE CONTRACT STATUS STATUS STATUS			Marcon Accord action defined accord actions statute action before marcon beauth accord	, mar 2000	
4	History of Co	ontract & Amendmer	its: (option: atta	ach sprea	dsheet	if multiple amendments)	r	Plus GRT
							<b></b>	Inclusive of GRT
	Amount \$		of original Contr	ract#		Termination Date:		
		Reason:						init.
	Amount \$ _		amendment#			Termination Date:		NA-NA-MARIAMANA
		Reason:						
	Amount \$ _	-	amendment#_			Termination Date: _		
	Amount ¢	Reason:	- # amendment			Termination Date:		
	, anount & "	Reason:				i omination Date, _		
	Total of Ori	ginal Contract plus all	amendments:	\$	***************************************	**************************************	*****	<u>ECONOMICAL ENTERNAL E</u>



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP ☐ RFQ ☐ Sole Source ☐ Other F RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract)   Shirley Rodriguez '19/01/
Ħ	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:  Qualified bidders.  Procured through request for bids; use of lowest three
#	Prior year's contract amount?: N/A
<b>#</b>	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
#	If extending contract, why?:  N/A
<b>#</b>	Was a Santa Fe company awarded contract? If not, why?:  Yes
¥	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
٠_ اــ	a reasonable of the City City City of
	recorded by City Clerk:  ract #
	of contract Executed (i.e., signed by all parties):
	: If further information needs to be included, attach a separate memo.
.011	ments:



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

PO BOX 909 Santa Fe NM, 87504

Business Name: GM EMULSION LLC

Location: 5935 AGUA FRIA ST

Class: CONTRACTOR - GENERAL

Comment:

Control Number: 0052966

License Number: 18-00110289

Issue Date January 11, 2018

Expiration Date December 31, 2018

GM EMULSION LLC 5935 AGUA FRIA ST

SANTA FE NM 87507

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

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

GMEMULS-01

CEDISON



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2018

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 confor rights to the certificate holder in lieu of such endorsement(s).

tł	SUBROGATION IS WAIVED, subjecting certificate does not confer rights to the certificate does not confer rights to the certificate does not confer rights to the certificate does not confer rights.				ich end	lorsement(s)	i		II. A 5	latement on		
PRODUCER License # 0757776 HUB International Insurance Services (NMX)						CONTACT Michelle Vialpando NAME: PHONE (FOE) 003 4873 FAX (REE) 634 0437						
290	5 International Insurance Services (N 5 Rodeo Park Drive East, Suite 100 Ita Fe, NM 87505	W(X)		•	PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No):(866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com							
-	(4) (4) (4)				AUURE		NAIC #					
					INSURE	14184						
INSL	PRED			**************************************	INSURE							
	GM Emulsion LLC				INSURE							
	5935 Agua Fria St.				INSURE							
	Santa Fe, NM 87507			INSURE								
					INSURE							
co	VERAGES CER	TIFI	CATI	E NUMBER:	1,100,11			REVISION NUMBER:		1		
lk C	HIS IS TO CERTIFY THAT THE POLICI IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	ES O EQU PER	F INS	SURANCE LISTED BELOW I ENT, TERM OR CONDITION , THE INSURANCE AFFORE	N OF A	NY CONTRAI 'THE POLIC	CT OR OTHER IES DESCRIB	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE SED HEREIN IS SUBJECT 1	ECT TO	WHICH THIS		
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S			
Α	X COMMERCIAL GENERAL LIABILITY				•••			EACH OCCURRENCE	\$	1,000,000		
	CLAIMS-MADE X OCCUR			Z42975		04/12/2018	04/12/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	250,000		
	X PD Ded: \$500	İ						MED EXP (Any one person)	S	10,000		
				į			PERSONAL & ADV INJURY	5	1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:	1						GENERAL AGGREGATE	s	3,000,000		
	POLICY X PROLLOC	1						PRODUCTS - COMPIOP AGG	s	3,000,000		
A	OTHER:							COMBINED SINGLE LIMIT	\$	1,000,000		
* *	X ANY AUTO			740075		0.4/4.2/2040	04/12/2019	(Ea accident)	S	.,,		
	OWNED SCHEDULED			Z42975		04/12/2018	04/12/2019	BODILY INJURY (Per person)	\$			
	X HIRED X AUTOS ONLY X AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	s s			
									\$			
Α	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	7,000,000		
	X EXCESS LIAB CLAIMS-MADE DED X RETENTIONS 0			Z42975		04/12/2018	04/12/2019	AGGREGATE	5 S	7,000,000		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		i –			-		X PER OTH-				
			5752			01/01/2018	01/01/2019	E.L. EACH ACCIDENT	s	2,000,000		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NICENSIA NH)	N/A						E.L. DISEASE - EA EMPLOYEE		2,000,000		
	If yes, describe under OESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		2,000,000		
A	Leased/Rented Eqpt			Z42975		04/12/2018	04/12/2019	Ded: \$1,000		665,000		
DESC RE: I	cription of operations / Locations / vehic Bid Number: '18/22/B - On Call Roadwa	.es (/ / & T	ACORE rails	o 101, Additional Remarks Schedul Construction Services	le, may b	e attached if mor	e space Is requir	ed)				
CFF	RTIFICATE HOLDER				CANC	ELLATION						
_17 Ami	7.1.17.17.17.17.17.11.11.11.11.11.11.11.		·····		J.1110							
	City of Santa Fe, Public Wor Roadway & Trails Engineeri PO Box 909				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							
	Santa Fe, NM 87504-0909											

ACORD 25 (2016/03)

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# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS INCOMPLIANCE WITH THE CITY OF SANTA FELLYING WAGE ORDINACE \$28-ESECC 1987

Official Document Please Post

City Of Santa Fe PO BOX 909 Santa Fe NM, 87504

Business Name: EMCO OF SANTA FE LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0062604

License Number: 18-00117679

Issue Date January 16, 2018

Expiration Date <u>December 31, 2018</u>

EMCO OF SANTA FE LLC 3810 OLIVER RD

SANTA FE NM 87507

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

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2017

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

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER	****		CONTACT NAME:							
	dels Insurance, IncSanta Fo St. Michaels Drive	2			PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL						
Sa	ta Fe NM 87505				ADDRESS:					1	
	· · · · · · · · · · · · · · · · · · ·			INSURER(S) AFFORDING COVERAGE					NAIC# 13692		
IEGE) 474 7004						INSURER A: Donegal Mutual Insurance Compa					
INSURED (505) 474-7094  EMCO of Santa Fe, LLC						RB:					
381	0 Oliver Road				INSURE	***************************************					
					INSURE	A			~		
San	ta Fe NM 87507				INSURE						
COVERAGES CERTIFICATE NUMBER: Cert ID 23423 REVISION NUMBER:									· · · · · · · · · · · · · · · · · · ·		
IN CI	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		ADDL	SUBR		DLLIA		POLICY EXP (MM/DD/YYYY)	111	IITS	VALUE - 100	
LTR A	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/OD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	<del></del>	1,000,000	
**	CLAIMS-MADE X OCCUR			CPP025481705		12/31/2017	12/31/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	J 02 (10 10 10 10 10 10 10 10 10 10 10 10 10 1			011000101700		, 02, 202.	14,02,20	MED EXP (Any one person)	\$	10,000	
								PERSONAL & ADV INJURY		1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000	
	POLICY X PRO-							PRODUCTS - COMP/OP AGO	\$ \$	2,000,000	
	OTHER:							Empl Benefits Lia	ъ\$:	1,000,000	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ :	1,000,000	
A	X ANY AUTO			BAP025480905		12/31/2017	12/31/2018	BODILY INJURY (Per person	\$	**************************************	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider	t) \$		
	HIRED NON-OWNED AUTOS ONLY						,	PROPERTY DAMAGE (Per accident)	\$		
									\$		
A	X UMBRELLALIAB X OCCUR			UMB025527805		12/31/2017	12/31/2018	EACH OCCURRENCE		5,000,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ !	5,000,000	
	DED RETENTIONS WORKERS COMPENSATION							I PER OTH-	\$		
A	AND EMPLOYERS' LIABILITY Y/N			WCV025526405		01/01/2018	01/01/2019	X PER OTH- STATUTE ER			
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A						E.L. EACH ACCIDENT	\$	500,000	
	(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE		500,000	
***************************************							**************************************	E.L. DISEASE - POLICY LIMI	<u> </u>	300,000	
A	Scheduled Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$ :	2,359,100	
Α	Leased/Rented Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$	500,000	
All	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All operations of the insured per policy conditions. Liability: Continental United States; Work Comp: NM										
~~ ~~ ~~											
CEF	TIFICATE HOLDER				CANC	ELLATION	***************************************		······································		
City of Santa Fe					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
500	Market Street				AUTHORIZED REPRESENTATIVE					AND ASSESSMENT OF THE PROPERTY	
Santa Fe NM 87501					1 News						

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Santa Fe NM 87501



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, 828-1 SPCC 1987

Official Document
Please Post

PO BOX 909 Santa Fe NM, 87504

Business Name: ALLIED 360 CONSTRUCTION LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0071983

License Number: 18-00151446

Issue Date May 23, 2018

Expiration Date <u>December 31, 2018</u>

ALLIED 360 CONSTRUCTION LLC PO BOX 1913

**ESPANOLA NM 87532** 

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/16/2018

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

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

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3	DUCE					CONTACT C	L Hous	e Acct				
Brown & Brown of NM-Santa Fe						PHONE (A/C, No, Exi): 505-455-7355 FAX (A/C, No): 505-455-7055						
Santa Fe, NM 87505					E-MAIL ADDRESS:							
CL House Acct						INSURER(S) AFFORDING COVERAGE						NAIC #
						INSURER A : C	Cincinn	ati Insuran	ce Company			10677
INSURED Allied 360 Construction LLC					INSURER B :	New Me	xico Assu	rance Compan	У		13673	
PO Box 1913						INSURER C :						
		Espanola, NM 87532				INSURER D :						
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DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	CORD	101, Additional Remarks Schedul	e, may be attach	hed if more	space is require	d)			

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 Lincoln Ave. PO Box 909 Santa Fe, NM 87504	AUTHORIZED REPRESENTATIVE  ATT PROPERTY

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# ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 12/17/18 FOR CITY COUNCIL MEETING OF 01/09/19

t) Request for Approval of Award and Construction Agreement in the Amount not to Exceed \$4,000,000 Exclusive of NMGRT for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., Allied 360 Construction LLC. (David Quintana, Project Administrator, mrmartinez1@ci.santa-fe.nm.us, 955-6931)

#### **FINANCE COMMITTEE ACTION:**

Approved as consent item.

#### **FUNDING SOURCE:**

# **SPECIAL CONDITIONS OR AMENDMENTS**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR RIVERA	absent		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	absent		
CHAIRPERSON ABEYTA	X		

3-19-18

# **CITY OF SANTA FE RFB PROCUREMENT CHECKLIST**

Contractor(s) Name: <u>GM Emulsion</u> ,	EMCO, and Allied 360 Construction
Procurement Title: On Call Const.	ruction Services
Solicitation RFB#: '19/01/B	
Department Requesting/Staff Member	r Public Works/ Engineering/ Michelle Martinez
shall contain the basis on which the av and all other documentation related to The procurement shall contain a writte	If for all contracts, regardless of the method of procurement. The procurement file ward is made, all submitted bids, all evaluation materials, score sheets, quotations or prepared in conjunction with evaluation, negotiation, and the award process. In determination from the Requesting Department, signed by the purchasing the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPR	ROVAL BY PURCHASING*
YES N/A  Approved Procuremer  Departments Recomm Bid Tab  BAR FIR Contract, Agreement of Current Business Regis	nt Checklist (by Purchasing) nendation of Award Memo addressed to Finance  or Amendment stration and CRS numbers on contract or agreement and Agreements form e
Shirley Rodriguez	12-05-18
Purchasing Officer attesting that all inf	
All addendums Plan holders list Complete evaluation s Copies of all RFQ subm	on published in the newspaper, website, etc.  core sheets  nittals
Copies of all bid submi	ttals

	$\boxtimes$	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor				
	$\square$	regarding disqualifications  Oral presentations (sign-in sheets, presentation materials, etc.)  Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions,				
		negotiations, and/or best and final offers, etc. Reference Reviews/Reference Check Questionnaires Individual evaluations included for each RFP. Pricing evaluation Final overall evaluation matrix or summary of evaluator scores Other:				
AWA	RD*					
YES	N/A					
		Fully executed Memo to Committees from the Department with recommendation of award Winning bid (this is a copy that has all confidential/proprietary information excluded) Contract Award Notice Email or notification sent to all Bidders/Offerors that award was made Waiver or "No Action Taken" from Procurement Office If IFB and not awarded to lowest responsive, responsible bidder; written explanation Other:				
	OSURES	5*				
YES	N/A	Contractor Disclosures & Conflicts of Interest				
	$\boxtimes$	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))  Contractor—Conflicts of Interest				
	$\boxtimes$	Purchasing Office Letter or e-mail to designated individual regarding potential conflict Conflict of Interest Form signed by all parties Letter from Procurement Office regarding the potential conflict				
	$\boxtimes$	Subcontractor Disclosures Disclosures & Conflicts of Interest form of Subcontractor(s) Subcontractor –Conflicts of Interest				
		Purchasing Officer Letter or email to designated individual regarding potential conflict Conflict of Interest form signed by all parties Letter from Legal Office regarding the potential conflict Other:				
CONT	RACT*					
YES	N/A M M M	Copy of Executed Contract Copy of all documentation presented to the Committees Finalized Council Committee Minutes Other: Pending City Council Approval				
MISC		OUS FILE*				
YES	N/A         	Local Preference Form  New Mexico Residence Form  Veterans Exemption				

YES	N/A ⊠	Original bid(s) with no redactions  approprietary information.
	N/A	
sensi	ive, cor	nfidential or proprietary information.
	-	arate file folder which may contain any documents with trade secrets or other competitively
		Letter from Purchasing Officer to protester and Department on final outcome Other:
YES	N/A ⊠ ⊠	Documentation from protester filed with the Purchasing Office Letter from Department to Purchasing Office Providing response to protest
		applicable)*
	e all oth ing conti	er substantive documents and records of communication that pertain to the procurement and any ract.

# SUMMARY INDEX SANTA FE CITY COUNCIL January 9, 2019

	ITEM	ACTION	PAGE
1.	Call to Order	Convened at 5:00 p.m.	1
5.	Roll Call	Quorum Present	1
6.	Approval of Agenda	Approved as amended	1-2
7.	Approval of Consent Calendar	Approved as amended	2
8.	Approval of Minutes – Dec. 12, 2018	Approved as presented	2 2 3
	Minutes of December 17, 2018	Approved as presented	3
9.	Presentations:	St. Michael's Volleyball	3
10	. Consent Calendar Listing	Listed	3-8
	Consent Calendar Discussion		
	g. Laser Scanner Contract	Approved	8-9
	o. Municipal League Dues	Approved	9-10
	cc. Dental Therapy Resolution	Approved	10-11
	ff. Housing Tax Credit Project	Approved	11-14
	hh. H-16-109 Appeal FF/CL	Approved	14-15
	.Midtown Campus Remediation BAR	Approved	15-16
	. Matters from the City Manager	Announcements	16
13	.Matters from the City Attorney	Announcements	16
	Executive Closed Session	6:07 to 7:18	16-17
	Evening Session at 7:20	Quorum Present	18
14	.San Francisco Amicus Brief	Approved .	18-19
F.	Petitions from the Floor	Petitions Made	19-20
G.	Appointments	All Approved	20-21
Н.	Public Hearings		
	1. La Fogata Grill Liquor License	Approved	21
	2. La Posada Liquor License	Approved	21-22
	3. Marty's Meals Ordinance	Approved	22-25
	4. Appeals of HDRB Decisions		
	a. Historic Status	Denied	25-46
	b. Demolition	Approved – garage only	25-48
15	. Matters from the City Clerk	None	48
16	. Communications from the Governing Body	Communications made	48
1.	Adjournment	Adjourned at 11:11 pm	48

# MINUTES OF THE REGULAR MEETING OF THE GOVERNING BODY Santa Fe, New Mexico January 9, 2019

# **AFTERNOON SESSION**

### 1. CALL TO ORDER AND ROLL CALL

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, December 12, 2018, at approximately 5:00 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

# **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

# **Members Excused**

Councilor Peter N. Ives

# **Others Attending**

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

### 6. APPROVAL OF AGENDA

Ms. Vigil said item 10 (e) has been removed; items10 (a) and (g) have been revised and (ff) is corrected from the Finance Committee. They have exhibits that were

given to Councilors. She distributed a new document for 10(g) to the Councilors.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to

approve the agenda as amended.

**VOTE**: The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

# 7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler pulled item 10(ff) for discussion.

Councilor Rivera pulled item 10(o) for discussion.

Councilor Lindell pulled item 10(g) for discussion.

Councilor Romero-Wirth pulled items 10(cc) and (hh) for discussion

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the Consent Agenda as amended with items 10 (g), (o)

(cc), (ff) and (hh) removed for discussion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell,

Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

# 8. APPROVAL OF MINUTES:

a. Regular City Council Meeting – December 12, 2018

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to

approve the minutes of December 12, 2018 as presented.

**VOTE:** The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

# b. 2019 Legislative Priorities Meeting – December 20, 2018

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the minutes of December 20, 2018 as presented.

**VOTE**: The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

#### 9. PRESENTATIONS

a. St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions.

Councilor Rivera made the presentation. He invited the coach and players forward. He read the whereas statements from the proclamation: a record of 23-2, first time in St. Michael's history in the tournament of champions, 3.98 average GPA, 8 players earning over 4.0 GPA. He thanked all the parents for supporting their children and the City is proud of them too.

Mayor Webber proclaimed Friday February 1 as St Michael's Lady Horsemen Volleyball Team Day.

Coach Sandoval shared her thanks for this honor and said she couldn't be prouder of these student athletes and their GPA scores.

### 10. CONSENT CALENDAR

a. CONSIDERATION OF RESOLUTION NO. 2019-01. (Mayor Webber)
A Resolution Repealing Resolution No. 2018-1 Relating to the Open
Meetings Act; and Adopting Annual Notice Requirements. (Erin K.
McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

A copy of the proposed amendment to this Resolution by Mayor Webber is incorporated here with to these minutes as Exhibit 1.

b. State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court

- Judge, vmvigil@santafenm.gov, 955-5110)
- c. Request for Approval of Procurement in the Total Amount of \$263,758.45 Using State Price Agreement #60-000-15-00015 for Five Transit Vans for the Division of Senior Services; Creative Bus Sales, Inc. (Gino Rinaldi, Division Director, earinaldi@santafenm.gov, 955-4710)
- d. Request for Approval of State Price Agreement in the Amount of \$81,280.50 for the Purchase of Labor Costs to Build Police Department Vehicles; MHQ of New Mexico. (Robert Vasquez, Deputy Police Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)
- e. Request for Approval of Department of Justice, Bureau of Justice Assistance FY18 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation in the Total Amount of \$25,215 for Replacement Portable Breath Test Machines (PBT's), Small Equipment and Supplies to Maintain the Body Worn Camera System; United States Department of Justice. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
- f. Request for Approval of Consolidated Project Agreement in the Total Amount of \$74,223 for Funding of End Driving While Impaired (ENDWI), Buckle Up/Click It or Ticket (BKLUP/CIOT), Selective Traffic Enforcement Program/100 Days and Nights of Summer (STEP/DNOS); New Mexico Department of Transportation. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
  - 1. Request for Approval of Budget Amendment
- g. Pulled by Councilor Lindell for discussion.
- h. Request for Approval of Professional Services Agreement in the Amount of \$115,331.96, Inclusive of NMGRT, for the Design Services Scope Required for the Proposed Structural and Building Envelope Rehabilitation to the Salvador Perez Recreation Building CIP #503A; Using Cooperative Educational Services/WHPacific. (Jason Kluck, Facilities Division Project Administrator, jmkluck@santafenm.gov, 955-5937)
- i. Request for Approval of Professional Services Agreement in the Amount of \$216,117 for Kitchen Angels, Inc. to Act as Project Manager and

Provide Related Services as Outlined in New Mexico Severance Tax Bond Project #18-C2574; Kitchen Angels, Inc. (David Chapman, Grant Administrator-Writer, dachapman@santafenm.gov, 955-6824)

- 1) Request for Approval of Budget Amendment
- j. Request for Approval of Amendment No. 3 to Professional Services Agreement in the Amount of \$19,787.88, Plus Applicable Gross Receipts Tax, to Provide Roadway Lighting Design Services and Right-of-Way Funding for Agua Fria and Cottonwood Intersection Safety Improvement Project; Souder Miller & Associates. (William Montoya, Engineer Assistant, wpmontoya@santafenm.gov, 955-6623)
  - 1) Request for Approval of Budget Amendment Resolution
- k. Request for Approval to Complete a Grant Application and to Execute a Grant Agreement for the FY 2018 Section 5307 Urbanized Area Apportionment in the Total Amount of \$1,577,518 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Transit Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)
  - 1) Request for Approval of Budget Amendment in the Amount of \$77,518
- m) Request for Approval of Professional Services Agreement in the Total Amount of \$72,000 for Subscription to Streaming Digital Video, Music, Audio Books and E-Books; Midwest Tape "Hoopla". (Jeffrey Donlan, Interim Library Director, jpdonlan@santafenm.gov, 955-6788)
- n) Request for Approval of Amendment No. 1 to Professional Services Agreement to Transfer Fiscal Rights, Privileges, Obligations in the Total Amount of \$82,000 from Santa Fe Community College Foundation to Santa Fe Community College for CYC Recommended Services; Santa Fe Community College Foundation/Santa Fe Community College. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)
- o) Pulled by Councilor Rivera for discussion.
- p) Request for Approval of Change Order in the Amount of \$7,714 for Construction Process Changes to the Department's Type 3 Wildland Fire

- Engine, Super Vacuum Manufacturing Co. Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)
- q) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreements to Include HUD Required 2 CFR 200 Language (No Changes to Original Amounts are Required): (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
  - 1) SFPS Adelante
  - 2) Santa Fe Civic Housing Authority
  - 3) The Santa Fe Community Housing Trust
  - 4) Interfaith Shelter
  - 5) Presbyterian Medical Services
  - 6) Youth Shelters and Family Services
  - 7) Youth Shelters
- r) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreement for the Soleras Station Project to Include HUD Required 2 CFR 200 Language and Approve Sole Source Procurement (No Changes to Original Amounts are Required); Santa Fe Community Housing Trust. (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
- s) Request for Approval of Award and Acceptance of FHWA Section 112 Federal Transportation Planning Funds in the Total Amount of \$212,483 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment
- t) Request for Approval of Award and Acceptance of FTA Section 5303 Federal Transportation Planning Funds in the Amount of \$65,080 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment Resolution
- u) Request for Approval to Purchase Capital Equipment in the Amount of \$116,0808.52 for Fiscal Year 2018/2019 Utilizing a State Price Agreement
   NM Lawn & Garden Equipment Contract; John Deere & Company/Dealer: Austin Turf & Tractor. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

- v) Request for Approval of Award of Construction Agreement in an Amount Not to Exceed \$4,000,000, Exclusive of NMGRT, for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., and Allied 360 Construction LLC. (Michelle Martínez, Project Administrator, mrmartinez1@santafenm.gov, 955-6931)
- w) Request for Approval of Amendment No. 8 to Project Management and Fiscal Services Agreement, Item No. 07-1051 Between the Buckman Direct Diversion Board and the City of Santa Fe. (Nancy Long, BDDB Counsel, nancy@longkomer.com, 982-8405)
- x) Request for Approval of Amendment No. 4 to Professional Services Agreement for a Time Extension Emergency Repair for Operations and Maintenance; Alpha Southwest. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)
- y) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$84,000 for FY 2018/2019, \$504,459.50 for FY 2019/2020 and \$504,459.50 for FY 2020/2021, Exclusive of NMGRT, for the Established Electronic Billing; Valli Information Systems DBA Postal Pros. (Kathy Valdez, Interim Utility Billing Division Director, ktvaldez@santafenm.gov, 955-4348 and Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)
- z) Request for Approval of Amendment No. 1 in the Amount of \$21,302 for Receipt of Additional Entitlement Funds AIP Grant 3-35-0037-047-2017 for the Santa Fe Regional Airport. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
  - 1) Request for Approval of Budget Amendment
- aa) Request for Approval of Contract in the Amount of \$307,264.08 for the Installation of Munters Furnaces at the Genoveva Chávez Community Center; CES/B&D Industries Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933)
- bb) Request for Approval of Professional Services Agreement Using New

Mexico State Price Agreement #50-000-15-00072 in the Total Amount of \$139,944.30, Inclusive of NMGRT, for Construction Services at the City of Santa Fe Environmental Services Offices at 1142 Siler Road; FacilityBuild Inc. (Curt Temple, Projects Administrator, cetemple@santafenm.gov, 955-5935)

- cc) Councilor Romero-Wirth pulled this item for discussion.
- dd) CONSIDERATION OF RESOLUTION NO. 2019-03. (Councilor Harris, Councilor Ives, Councilor Lindell, Councilor Rivera, Councilor Vigil Coppler and Councilor Villarreal)

A Resolution Promoting the Preservation and Care of the College of Santa Fe Art Collection by Promoting an Active Loan Program to Ensure Public Access to and Educational Opportunities with Said Collection. (Robert Lambert, Community Gallery Manager, rdlambert@santafenm.gov, 9556705)

- ee) CONSIDERATION OF RESOLUTION NO. 2019-04. (Councilor Harris)
  A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)
- ff) Councilor Vigil Coppler pulled this item for discussion.
- gg) CONSIDERATION OF RESOLUTION NO. 2019-06. (Councilor Lindell)
  A Resolution Amending Resolution No. 2015-18, Regarding the
  Duties and Responsibilities of the Veterans' Advisory Board; Authorizing
  the Use of Existing Funds to Educate Residents and Promote the Option
  for a Voluntary Contribution to the New Mexico Veterans' State Cemetery
  Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and
  Family Services Program Manager, jisanchez@santafenm.gov, 955-6678)
- hh) This item was pulled for discussion by Councilor Romero-Wirth.

#### CONSENT AGENDA DISCUSSION

g. Request for Approval of GSA Contract in the Total Amount of \$158,409 for the FARO Laser Scanner System. (Robert Vasquez, Deputy Police

Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)

1. Request for Approval of Budget Amendment

This item was pulled by Councilor Lindell.

A copy of revised 10(g) is incorporated herewith to these minutes as Exhibit 2.

Councilor Lindell had not seen the paperwork. She asked Chief Padilla, on page 5 of the most recent handout, if the City should go back to FARO. On the original quote for this particular item, it was \$15 719 with a \$5,000+ discount. Now it is \$15,700 with only a \$785 discount. She thought we should talk with them.

Chief Padilla agreed with her and explained that the original discount was because we were purchasing two and now, we are just purchasing one.

Councilor Lindell said she would be inclined to give them another phone call. She thought it was onerous on their part and the lower discount did not seem right.

Chief Padilla agreed to give it another shot.

Councilor Abeyta thanked Chief Padilla for the time and effort to research it to get by with one, as recommended by the Finance Committee.

Mayor Webber said what was impressive to him was the data assessment on the memo. "You are professionalizing and upgrading the police work in the City and please track the use of the equipment. If ultimately there is another request, we want to know that as well.

**MOTION:** Councilor Lindell moved, seconded by Councilor Abeyta, to

approve Consent Agenda Item 10 (g).

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

o) Request for Approval of Sole Source Procurement in the Total Amount of \$75,000 for Annual Membership Dues and Subscriptions; New Mexico Municipal League. (Mary Freitas, Executive Administrator, mmfreitas@santafenm.gov, 955-6590)

Councilor Rivera pulled it this item. He questioned what the City is getting for what is being spent for the membership dues at the New Mexico Municipal League. He asked if Santa Fe got anything from the Municipal League.

Mr. Bill Fulginetti, with the Municipal League, was present and responded.

Mr. Fulginetti asked if his question was the value of the dues to the City and what the League offers. He said there is currently an issue before us with TRD, who is charging the City 3% to collect your GRT taxes and changed it from 3.25% and we think it is unconstitutional and have an attorney who said it was. We have not filed a lawsuit for it. That will save Santa Fe \$450,000 per year. It was a successful negotiation. We are now drafting a bill to get the \$110 million from over last ten years. We are prepared to go to court on that.

Santa Fe is part of lawsuit on distribution of GRT to you. We contend the TRD has been doing it illegally. There is a procedure to follow and they are not. We have filed a case in court and Santa Fe is one of them. Santa Fe would get 4-5m in back taxes they should not have taken. So that has proven financial liability and the League stands behind you in that.

Councilor Rivera said that was extremely helpful. He assumed that attorney fees come from the league and they don't ask for more.

Mr. Fulginetti agreed. The Municipal League has already paid for the research. They negotiated with a law firm on a contingency fee basis, but the cost might have to be shared for depositions and court reporting but not for the legal fees.

Councilor Rivera noted that several of our Councilors serve on League committees.

Mr. Litzenberg added that there are also some Staff who serve on various committees.

MOTION:

Councilor Rivera moved, seconded by Councilor Harris, to approve the \$75,000 procurement of dues and subscriptions with the New Mexico Municipal League.

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

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

Against: None.

cc) CONSIDERATION OF RESOLUTION NO. 2019-02. (Councilor Villarreal)
A Resolution in Support of Legislation in the 2019 Legislative Session to
Authorize the Practice of Dental Therapy and Govern the Training and Licensure
of Dental Therapists in New Mexico. (Jesse Guillen, Legislative Liaison,
ibguillen@santafenm.gov, 955-6518)

Councilor Romero-Wirth commented on her vote at Finance. She voted no and will again tonight. She was not opposed to creating dental therapists and was well aware of a dental crisis in the state and commended those who are addressing it. The reason is a scope of practice issue which the legislators deal with a lot. She saw them quite a bit earlier in her life. She hoped the dentists and advocates will continue to negotiate for a satisfactory bill. She didn't want to take sides. It needs to be worked out because dentists go to dental school and want to make sure they can be adequately trained without a medical degree. She would leave it open for whatever action Council wants to take.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to

approve Item 10 (cc).

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

**For**: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, and Councilor Villarreal.

**Against:** Councilor Romero-Wirth and Councilor Vigil Coppler.

Councilor Lindell asked to be a cosponsor.

ff) CONSIDERATION OF RESOLUTION NO. 2019-05. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Interfaith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

**Fiscal Impact:** (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Mayor Webber said this has new documentation and Mayor Webber asked Director Ladd to walk the Council through it.

Director Ladd also had an updated fact sheet which Mr. Werwath handed out. She said the newest outcome value is estimated at \$2.2 million. It was adjusted in a new FIR and was in the packet. It uses 50 for the number of units instead of 60. That was the only change. An issue considered at the Public Works Committee was

relocation costs absorbed by the developer was included in the subtotal for that line item. It was not in the overall FIR total and was mistakenly put in to correct the math. The Committee discussed whether the appraisal information should be in there.

A copy of the hand out is incorporated into these minutes as Exhibit 3.

Councilor Vigil Coppler appreciated the new information. For those not on Public Works Committee, this was pulled for various questions the Committee had; mainly because it has changed substantially from the Public Works Committee review. She was unclear how the public gets this updated information. She supports this project but wanted to convey that they changed the 60 units to 50 units and changed the appraisal amount. As originally presented, it relied on that appraisal and suddenly found out a more recent appraisal was less. It is hard to believe the land really had such a drastic decrease. She asked for an explanation.

Director Ladd said the number in the FIR was prepared two years ago and based on commercial land values at that time. Matt O'Reilly came up with a per square foot value that was used for the valuation. The appraisal is good for two years. When the professional appraiser came, he considered ground contamination and the power line. The \$1.5 million was not based on an actual appraisal. Also, in terms of the concern about public information. All this does is to certify the City supports the project so NMFA knows the commitment is real. And a whole public participation process will include lots of public input. We knew 50 units would be affordable for sure and she is waiting for a formula from NMFA. All of it will have some restrictions.

Councilor Vigil Coppler was intrigued with that change of units and had hoped there might be more. The reason she supports this project is that she has always supported donating city land for affordable housing for nurses, police, fire fighters, etc. She looked forward to having this as something for making headway in Affordable Housing. Some people were shocked that we are donating land. But we need to do it and continue other efforts also. She was grateful Director Ladd was working on it and truly doing what we need to do.

Councilor Lindell asked for submittal and determination dates.

Director Ladd said the application deadline is February 1 and notice of award is usually in May.

Councilor Rivera commented that when Siler Road was still in District 3, he was approached with this concept by Mr. Werwath and it is great. It fits in with Meow Wolf and the other development in the Rufina area. He was glad she was going forward with it again and it probably needs additional funding. Thank you, Director Ladd.

Mayor Webber asked what the vacancy rate is for rentals.

Director Ladd said it is under 3%.

Mayor Webber asked how many units the City is short.

Director Ladd said at least 2,400 are lacking.

Mayor Webber said there is a misconception about who could be a renter in this project. "Do I have to be a bonafide artist?"

Director Ladd explained the restriction is on income, which cannot exceed a certain amount.

Mayor Webber concluded there is no occupation restriction.

Director Ladd agreed. This is to provide economic pathways for people in many occupations.

Mayor Webber said this is our 2019 shot at tax credits and there are no other applicants in the pipeline.

Director Ladd agreed.

Councilor Harris said he has been concerned about it for quite a while. We all are probably familiar with "scope creep" and how it affects projects. It has been increasing over the years for the amount the City is asked to contribute. If we are short 2,400 units, there is no way the City could provide enough money to cover that. We need to look at other tools and other sources. A lot of work has been undertaken and there needs to be more work undertaken. He didn't think the numbers were sustainable and the land has a better use than what is proposed so he would oppose it. We need to solve the bigger problem and not look to the City for this type of money.

Councilor Villarreal appreciated the changes in numbers. We discussed the money for road improvements and clarified it is not coming from the Road Fund.

Director Ladd clarified that the Affordable Housing Act covers the cost of buildings and infrastructure as well as assistance to individuals. She did not identify trust funds specifically in case there are other state funds available.

Councilor Villarreal asked what statewide funds would be considered.

Director Ladd replied that NMFA has a lot of different projects.

Councilor Villarreal thought, although the City is putting in a substantial amount through donations, there have been quite a few private partners. She did not want names but asked if there is a substantial amount.

Mr. Werwath pointed out that they have faced extreme cost increases for developments. The big increase this year is the solar offset and there are \$300,000 in donations and we are going to add \$400,000 and includes that since last year. Materials are getting very expensive and we need to figure out how to pay for it.

Councilor Villarreal mentioned the eligibility factor and asked for an explanation on how that is regulated once the structures are built, to make sure the residents actually fall within that income bracket.

Director Ladd said it is monitored annually by NMFA. The owner and property manager has to be able to audit that and certify eligibility.

Councilor Villarreal said currently, it has a negative value to the City with brown filed there. The third time is a charm and it also requires a hefty application and no guarantee that it will happen. I really would like to see more units, but it is a challenging area. She wished Staff the best of luck.

**MOTION:** Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Consent Agenda Item 10 (cc) as revised.

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

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

Against: Councilor Harris.

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Councilor Romero-Wirth pulled this item. She asked the City Attorney, "If I voted no at the hearing. What are we doing here tonight so I can understand what I should do tonight?"

Ms. McSherry said this is basically on Findings of Fact and Conclusions of Law whether they reflect what happened at the prior meeting. These FF/CLs reflect what the Council took action on. An affirmative vote would support their accuracy.

Councilor Villarreal was not present at that meeting and she asked what to do.

Ms. McSherry said if she felt the FF/CL reflects what is in the minutes, she could vote, or she could abstain.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Findings of Fact and Conclusions of Law for Case #H-

16-109 as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Abstained: Councilor Harris and Councilor Villarreal.

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Mr. Burnett said he was present for two related reasons. The first is approval of the BAR to move money into repair and maintenance of buildings at the Midtown campus and approval for the existing purchase order from \$50,000 to \$124,000. The reason is that the original PO was issued on an emergency basis at the limit of \$50,000 and to complete the work, this increase is needed.

Councilor Harris asked what kind of understanding we have now on the financial recovery from insurance.

Mr. Burnett said as represented to him by Risk Management, the insurance company typically covers damage that is over \$100,000. In this case, the insurance company has recognized all buildings as one copay of \$100,000.

Councilor Harris asked about the loss from Staff time.

Mr. Burnett said he could not answer that. He listed the companies working on reconstruction and it all should be included in the claim. That was his understanding.

Councilor Harris reported that on Thursday, last week, he was on the site. He walked into Marion Hall and saw the damage is significant and widespread and it seemed like there were a number of causes - roof systems, mechanical failure, etc. He asked if Staff know what happened.

Mr. Burnett said, "Technically, yes. Would you like me to run through that?"

Councilor Harris said it was not necessary. But there was concern about prior work in the mechanical room. In any of the buildings, he asked if there is reason to look at prior work.

Mr. Burnett said the earlier repair was in boiler room with a broken pipe. That incident is separate and not related to this one and did not contribute to these events. Regarding other contractors, he could speak with his Division Director but probably not. B&D has an understanding of it, and he has asked them for a list of necessary improvements to prevent future events of this nature.

Councilor Harris commented that it will be an ongoing discussion and action for the future and the need to look at the other buildings. It is disappointing that it happened in one of the nicest buildings on the campus. It was pretty well trashed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to

approve the Budget Adjustment Request for remediation services

at the Midtown Campus.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal

Against: None.

# 12. MATERS FROM THE CITY MANAGER

Mr. Litzenberg had three matters. He announced the Legislative Session starts on Tuesday at noon. Secondly, the Finance Division and Staff have been hard at work on preparation of the mid-year budget report. Thirdly, He thanked the Streets crews for a stunning job on roads and streets from the series of storms, ice, wind, etc. Thanks to all of them for addressing things as they emerged.

### 13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry recommended three reasons for the executive session which were the Collective Bargaining Agreement, Litigation of the County Santa Clara, and the sale of real property.

### **EXECUTIVE SESSION:**

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5), (7), and (8):

- i. Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- ii. Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Iii. Discussion of Disposal of Real Property.(Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

**MOTION:** Councilor Rivera moved, seconded by Councilor Vigil Coppler to go into executive session for those reasons.

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

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

Against: None.

The Governing Body went into executive session at approximately 6:07 pm.

The executive session ended at approximately 7:18 p.m.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

This item was considered later in the evening session.

## 15. MATTERS FROM THE CITY CLERK

This item was considered later in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered later in the evening session.

# **EVENING SESSION 7:00 P.M.**

#### A-E. CALL TO ORDER AND ROLL CALL

The regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called back to order for the evening session by Mayor Alan Webber, on Wednesday, January 9, 2019, at approximately 7:20 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe.

Present at the meeting were:

#### **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

### **Members Excused**

Councilor Peter N. Ives

### Others Attending

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

## **RETURN TO OPEN SESSION**

#### MOTION:

Councilor Rivera moved, seconded by Councilor Lindell that the Governing Body come out of executive session, stating for the record that the discussion in executive session was limited to the matters noted on the agenda.

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

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

Against: None.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, <a href="mailto:ekmcsherry@santafenm.gov">ekmcsherry@santafenm.gov</a>, 955-6512)

Ms. McSherry requested the authorization from the Governing Body to join in this amicus brief in support of San Francisco's motion to dismiss in San Francisco v. Whitaker

**MOTION:** Councilor Rivera moved, seconded by Councilor ?? To approve the

request.

**VOTE:** The motion was approved on a roll call vote as follows:

### 15. MATTERS FROM THE CITY CLERK

This item was considered in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered in the evening session.

### F. PETITIONS FROM THE FLOOR

Mayor Webber allotted two minutes per person.

Patricia E. Werton, 812 Calle Saragoza, said she was here to talk about a really underserved community - specifically, people living with disabling conditions, the homeless, and how the community is aggressive against them. I moved here about a year ago, and quite frankly, I'm afraid to participate. Drivers want you dead. I am not being dramatic. I've actually detailed a long report here of what I mean. And it's not even a welcoming place. If you don't look disabled you are scrutinized even further, in ways that are impossible. But basically, I cannot take a walk in this town without fear. People are sleeping outside, people trying to walk dogs. And drivers don't pay attention.

I'm impressed with Mayor's Webber's letter, but I can't consider this a long-term home because I have to apologize to exist. We should be open to other ways of living. Even legally in a crosswalk, I'm a piece of vermin because drivers' rights are above my own. I submit this report to the Mayor.

Stefanie Beninato suggested a police officer be stationed at Alameda and Don Gaspar to arrest people running the stop sign and send a signal. Her petition was for recreation. She was disappointed that Salvador Perez is closed for mold and no money given to them. We now have two out of three pools closed. The Ft Marcy pool is there is capable of being open. No one worked for three weeks during Christmas, but it is right there and that indicates a lack of quality of life when they are not maintained with regular hours.

Secondly, I can't have trust when you were lied to by LUD in a document September 18, that the City was the adjacent owner to 2008 Don Cubero. I made an IPRA request for the interpretation and asked more than once. There is no such interpretation. So, when we are blatantly lied to and the City Attorney doesn't seem to care that the law is violated.

There were no other petitions from the Floor.

#### G. APPOINTMENTS

# Santa Fe Film and Digital Media Commission

Mayor Webber appointed Mr. Tim Wright to the Santa Fe Film and Digital Media Commission.

MOTION:

Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the appointment of Tim Wright to the Santa Fe Film and Digital Media Commission.

VOTE:

The motion was approved on a voice vote with Mayor Webber and Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil Coppler voting in favor of the motion and none voting against.

# Santa Fe Regional Juvenile Justice Board.

Mayor Webber appointed Emma Jean Abeyta to the Santa Fe Regional Juvenile Justice Board.

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the appointment of Emma Jean Abeyta to the Santa Fe

Regional Juvenile Justice Board.

**VOTE:** The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil

Coppler voting in favor of the motion and none voting against.

## H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Ms. Vigil read the request and noted the location is not within 300 feet of church or school and the item in the packet addresses noise and traffic. The license holder must comply with all city ordinances.

## Public hearing:

Ms. Stefanie Beninato, P. O. Box 1601, was sworn. She said, "I am not opposed to the license and believe Councilor Villarreal told me there was some kind of map where liquor licenses are located. Do you all look at that to see how many are already there? Or do you care? Can we have as many as people want, or can we see that is enough. I understand a lot of people drink responsibly but some don't. So, we have regulations on the southside, and I am not sure why they are not applied city-wide.

There were no other speakers from the public regarding this case and the public hearing was closed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the restaurant liquor license for La Fogata Grill.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of

Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521

Ms. Vigil described the transfer of license and noted it is within 300 feet of the Church of the Holy Faith, but they already had a license, so a waiver is not required. The Staff report in packet on traffic and she recommended they comply with all ordinances of the City.

# Public Hearing

There were no speakers from the public regarding this case and the public hearing was closed.

MOTION:

Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the license transfer for La Posada.

VOTE:

The motion was approved on the following Roll Call vote:

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

Against: None

CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 3) NO. 2019-01. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler) An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals. Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)

Mr. Rich Brown spoke to the proposed ordinance. He said there were many people present who are excited about it. He identified several of them, including the owner of Marty's Meals. It is a woman-owned pet food business with a strong emphasis on triple bottom line. It is projected to grow from \$150,000 in revenue to \$450,000.

The State of Colorado gave interest in supporting the enterprise, but we wanted it to remain here. If the ordinance is approved, it will provide for a participation agreement between the City and Marty's Meals for lease payments for the expansion of new headquarters and manufacturing facility to be located here. And the annual abatement will be accomplished with local jobs. The City is the fiscal agent and it would begin in March with a lead investment of 100,000 but will spend only \$18,750 at first. It is a ten-year agreement providing 11 new jobs of fiscal impact will generate \$7.4 million. This project aligns with our Economic Development Department's goals for consumer package goods. He asked for approval.

## Public Hearing:

The first speaker said Marty's Meals was located in her district. The legislature wants to grow responsible home grown, so I stand in support and ask for your support.

The CEO for Assistance Dogs of the Southwest said Marty's Meals has been a huge supporter of our endeavor. She not only provides a great product but is a generous sponsor of the chile festival and supported clients who don't have capacity to feed a high-quality diet. I strongly support her business. She is an amazing entrepreneurial person and support she gives to our community.

Bonnie McGowan and a customer of Marty's Meals for six and a half years, said she has three Australian shepherds, and one is 15 years old. "I tried every dog food to deal with her digestion and someone suggested raw and was not aware of Sandy working out of her kitchen and a group of us had ordered bulk two months of food at a time to ship to Santa Fe and then had to go to the house, load up our cars and freezers and it was not a fun process. Fortunately for all of us, Sandy opened her retail location. Not only is it more convenient, the quality of the food cannot be compared with any others. All of my dogs are healthy and don't have health issues. I tell people they can save a lot in vet bills. I save about \$150 per month with no huge vet bills. My dogs are healthy and I'm grateful for her and to have this business in our community."

Kimberly Freeman, a veterinarian in Santa Fe, providing western and eastern medicine, said, "From a veterinarian perspective. My coworkers want an option for local sourced, tested nutritional food. I can't emphasize enough that she local sources her meat and vegetables local sourced and hand made. It is not commercial and thanks for hearing this case. She could have traveled to Colorado and not stayed here in Santa Fe because of an opportunity elsewhere but she wants to stay, and we want her here. I do consult with her and she wants that input from customers and community. It is unlike other businesses.

I am another customer of Marty's Meals and for those who have healthy lives from Sandy and Marty's meals. She helps in different situations. As a human, what I eat makes a world of difference. And the same for my dog. It is one of the finest things we have here.

Kathryn Kittymark said she has been feeding her dogs with Marty's Meals since they started and always there is someone there to advise when there is a problem. I've seen skin problems and others healed with Marty's Meals. It is a pleasure to be able to talk about Marty's Meals and to see my dogs healthy and shiny.

Sandy Bossman said, "I am humbled and appreciate the support and the testimonials. Three years ago, when we opened the Boulder store, Mr. Trujillo asked me to see him and he told me about the Needa Grant. We received support from the City and the State and from SBA. We are not here because we have done it alone. We have received incredible support. We had an opportunity in Colorado and the NIDA grant helped us stay here.

We have been able to start people at \$14/hour. I could go on and on. I appreciate your support and thanks to everybody.

Ms. Beninato said, I hear the major support for this business. I don't have a dog and couldn't afford it. I'm glad people can spend that kind of money on their dogs. How long does the business get supported through grants when they are already doing well? Do the grants have a provision for maintaining a business in New Mexico after the grant is issued? That would be a good provision to have so they don't go someplace else.

There were no other speakers from the public regarding this case and the public hearing portion was closed.

a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal and Councilor Romero-Wirth, to approve Ordinance 2019-01 and the participation agreement between the City and Marty's Meals, Inc.

Councilor Lindell thanked everyone who came to the lectern and to Economic Development Staff and Mr. Mitchell from the State. "I went to the grand opening and these are the kinds of projects that are very heartening and for those who want this business to stay in this town but here also, locally sourced food. It is a sizable story and I want to encourage everyone to stop by that business and see how it operates. It is amazing and thankful for staff. They include people I know who have participated in a very meaningful way. I encourage people to go to the store.

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

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

Against: None.

b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the intergovernmental agreement between the New Mexico Economic Development Department and the City of Santa Fe to facilitate the disbursement of funds for Marty's Meals, Inc.

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

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

Against: None.

c) Request for Approval of Budget Amendment.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil

Coppler, to approve the request for the budget amendment.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Mayor Webber congratulated them.

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yard walls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the

Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney\_sapaez@santafenm.gov, 955-6501)

Ms. Vigil described the appeal for the Council.

Mayor Webber reminded people that this is quasi-judicial process. He briefly addressed the process and asked for any communications to disclose up front as ex parte.

Councilor Vigil Coppler said she received a letter or email and paid no attention to it.

Councilor Lindell said she received an email but did nothing that would lead to any reason to recuse.

Mayor Webber went through the rest of the procedures for the appeal. He gave an option to the Council to either deliberate in public or in executive session and then entertain motions. The first motion would be for status of the structures and the second for demolition of the structures.

Ms. Theresa Gheen presented her staff report. She distributed three exhibits for the record. The fist was the 2014 Findings of Fact and an attorney's memo on the adjacent property for consideration as Exhibit H and Exhibit I and a decision tree as Exhibit J. Copies are labeled Exhibit 4, 5, and 6 for the minutes.

She thanked Mayor Webber for the reminder about the quasi-judicial matters. This means the Councilors are here in a role similar to that of a judge, to apply the evidence of fact to the law and to City Code to reach your conclusion. You should independently weigh the evidence before you and agree or disagree with the Historic Board's decision. Your decision is not to respond to your constituent's concerns but to apply the facts to the Code. So, it is limited, and our consideration should not go beyond the limits of the Code.

Two main claims are made: 1) whether 124 and 126 Camino Santiago meet the definition of contributing status. The HDRB found they did meet that definition and applied the four elements, each of which must be met for the definition of Contributing to be found for both structures, either structure, or neither.

Second, is whether the three noncontributing structures can be allowed to be demolished. There are three factors in the Code in which one or more factors may outweigh the other factors. Not every factor needs to be met for that. It is more discretionary.

That is in the decision tree for your reference.

She referred to page 39 of the Council packet.

Councilor Romero-Wirth asked her to talk about the standard of review.

Ms. Gheen said the appeal is a de novo hearing, so you can weigh the evidence and reach an independent conclusion. Because the appellant has made claims about the procedure, the Governing Body should make an independent decision after considering the evidence.

Councilor Romero-Wirth asked about substantial evidence.

Ms. Gheen said with de novo, the issue is not whether the Board erred on the demolition decision. In the decision you should have substantial evidence to back up your decision that you find persuasive.

Councilor Romero-Wirth said that is with regard to the second issue. She just wanted, before hearing the evidence, to understand the rules of the game.

Ms. McSherry added that there might be other questions that come up and we want to be equitable to them.

Ms. Gheen provided a brief background. She said the structures here were first subsidized housing for Presbyterian ministers, missionaries, pastors and others as far back as 1950. The neighborhood was designed in that piecemeal process and were operated for them until 1988.

In 2015, the next owner, Presbyterian Medical Services sold the development to the appellant - a private company. The Appellant own all 27 structures in the neighborhood.

The final action being appealed is the November 26, 2018 status decision on five structures, one of which is a garage. She pointed them out on the site plan. Two were found to be Contributing and have a unique style of architecture that tells a story of their history with Ghost Ranch and Plaza del Monte and found that 122 and 126 met the definition of contributing with the four elements.

They were 20<sup>th</sup> century architecture that reflect the time and place and particular features that contribute to the district as stated in the memo. They found particular façades as primary.

The most contested questions were question 2 and 3 in the decision tree. Reasonable people can differ. And on the adjacent property was an office building that was Contributing, and the Governing Body found against the HDRB decision in that case.

At issue is whether the three structures that are non-contributing could be found to be an essential part of the street block and whether they could be salvaged and whether it was sufficient that 2 was not met and denied demolition. You can come up with your own decision. At the end of my memo I suggested two motions - one on status and one on demolition.

Director Johnson said there are two important elements for the question of status. The first is of style. That is a key factor in whether it is contributing. As Ms. Gheen referred to, in the previous case in 2014, when proposed for demotion, whether 20<sup>th</sup> Century Modern architecture is Santa Fe style or not. In our code we have documentation of old Santa Fe style and specific elements for recent Santa Fe style: achieves harmony of similarity of materials, proportion, color, and general detail.

Just because a house is of 20<sup>th</sup> century Modern style doesn't mean it does not reflect Santa Fe style. it is an open-ended question that needs to be answered.

Under the demolition standards are three criteria: whether the structure is of historical importance, whether the structure is an essential part of street section or block front, and whether the street section or block front will be reestablished by a new structure, as well as the state of repairs and structural stability of the structure.

Those are the essential criteria and the basis upon which HDRB made its decision. Regarding the essential part of a street section, Camino Santiago is a private street but still is a street section and the H Board found those buildings were essential and without them, that character would be lost. They are part of an essential part of the urban design of the City scape.

She found a significant quote in *Civil Engineering & Environmental Technology Journal* which she quoted from. To help with the decision, are these structures part of a unique street section and if yes, would the uniqueness be lost with demolition?

## Statement of Appellant.

Mr. Karl Sommer was sworn and said they would try to keep their presentation within for 15 minutes but asked for discretion. He said, "I'm here on behalf of Plaza Del Monte, with Jim Long, from Heritage Hotels; Larry Luján and Wayne Lloyd the consulting architect. Mr. David Rasch is going to say a few words and I will speak at the end.

We are here to ask you to weigh in on a de novo basis for demolition of these five structures.

Mr. Wayne Lloyd was sworn and said he would try to cover things quickly. "I usually meet with City staff on any project to find out what issues are there so I can properly notify my client about the hurdles to overcome. I met with David Rasch in August or September 2017. At that time, the Ghost Ranch Administration building had

been demolished and that was built in 1963 or 1964. We looked at all the 26 structures and the one that was contributing, and it was not any of the five we asked to demolish. Based on the Ghost Ranch not being important in terms of Mid-20<sup>th</sup> Century Modern architecture and other rationale, David told us we needed to do a little more research. But that research consisted of whether the five buildings had been altered since they were on the cusp of fifty years. At least two of them were altered. We needed as much research as we could find. We went through that process and photographed the numerous changes to those units and photographs were included in our application that was submitted in October 2017. The first of four hearings was in November 2017. I go into the process because I've being doing this for a while and prevented appeals in most of those prior projects. This is my third appeal. We presented the information and City Staff wrote recommendations that the five were not contributing. One was but it was a distance from these five units and the Staff recommended approval of our demolition request.

The Board decided in that first meeting that rather than address these five buildings, they wanted an independent study done on all of the 26 units there, even though he was not requesting demolition for all of them. That took some time to find a qualified consultant approved by City and State and hired John Murphy. At great expense, there is a 230-page report on every unit in the complex. Mr. Murphy felt there were five contributing units instead of one and were scattered throughout the complex. None of those five were any of the five we requested for demolition and he said none of the rest were contributing. Clearly, two were non-historic, since they were less than 50 years old. The other two were on the cusp. We had records that they were under construction in 1968. Approximately 50 years old. There was lots of discussion about how close to 50 years they should be. The same architect doing the Ghost Ranch building did these units in Mid-century architecture and deemed, in that case, to not be important.

Mr. Murphy's report took time not only to find the correct person, John Murphy, but also for him to do this work and the HCPI reports for each unit, at great expense to the owners. After he finished, we got back on the agenda in April 2018. At that April meeting, which took quite some time, the Board after lots of discussion, decided 122 and 126 were contributing. The garage, 125, and 126 were not contributing. In May, the Board requested a special meeting. At that April meeting, there was a first ever executive session done, that in all of my presentations to the Historic Board were never in executive session Neither the staff or public were allowed to hear what was said and after that, we were denied. In the April meeting, we had three as non-contributing and two as contributing.

In May, the Board rescinded their earlier decisions. Then on June 26, 2018 we were back before the Board. Keep in mind, the Board looks for expertise. We had the expertise of David Rasch, City Staff. And then the Board asked us to hire an independent expert. Staff said they are not contributing, and the report says they are not contributing. And with my years of experience, I say they are not contributing. No

other evidence to the contrary was in any of the reports In the June 26 final meeting, while they listed two units noncontributing and the others contributing, they disallowed any demolition of any of the five units. I'll close by saying I think the City of Santa Fe has an excellent preservation ordinance. I think in this case; the preservation ordinance was not used to preserve but to limit growth in this area. And when used incorrectly it makes the ordinance meaningless.

Mr. David Rasch was sworn. He said, "I was very proud to be your historic preservation officer for 15 years. I loved my time here and learned so much while here. I became an expert on Santa Fe style and found my experience here to be life changing. During those 15 years I can't imagine how many cases I had heard. I'm the first one to say how important historic preservation is to this town. It is so important that National Geographic Magazine gave Santa Fe the world recognition as the best sense of place. I'm now the Spanish Market Director but still an expert on Santa Fe style.

It was clear to me that the 50-year rule - the approximately 50-year rule - is ambiguous. And in thinking of historic structures, we don't think about Mid-century as the best architecture. The ordinance preserves the best of each decade. I'm not sure these are the best in town to preserve. I thought on contributing status was appropriate and other structures in the compound do deserve. The State architect did not believe. On page 8 or 14 - that legal minds could differ, she said what the Chair of H Board said, and he quoted it. So, I'm here tonight to say take Historic Preservation seriously - a contributing status means you cannot alter the building. These five do not rise to that level and we ask you to grant the appeal.

Mr. Jim Long - a native New Mexican, as is Mr. Luján. I am the founder of Heritage Hotels and we preserve properties. We employ over 3,000 New Mexicans and create E. D. opportunity and add to the tax base.

We also have a long history of investing in communities and make the assets special in how we approach those projects. Plaza del Monte was part of residential development of Ghost Ranch property. There were two parcels and we acquired one in 2013 and the other was by El Castillo Retirement Center. Their plans are in place and we are trying to get ours in place.

The HDRB denied El Castillo and their appeal was overturned by the Council. At the time, those properties designed by the same architect, only earlier. El Castillo is now investing tens of millions in their property. So, it is good economic development for the city and means more jobs.

Both of the properties suffered from extreme neglect. When we acquired them, they were not in good condition and functionally obsolete. We've continued to maintain and improve them. There are 27 structures and we want to remove five and still maintain a very unique community that has been there for a long time with positive improvements. The great concern we have is that the H Board set forth requirements

that we followed as we were asked to do. We hired an esteemed architect in Wayne Lloyd who has been before HDRB 90 times and demonstrated his expertise many times and of David Rasch who has served for 15 years and both presented strong argument that these five are not contributing. We had to evaluate all 27 which was beyond the process, but we faithfully did that and the HDRB refused to accept the Staff or consultant's recommendation. They ignored the factual evidence presented in those public hearings.

The other thing is mid-century architecture. It has not been adopted in the code, so it is not applicable. The comments about streetscape don't apply to private street and private street development. So, they are misstated and manufactured evidence.

These structures are noncontributing.

Mayor Webber said he could question staff if he wished.

Mr. Sommer said he had no questions for staff.

### Public Comment:

Nancy Armbruster was sworn, and said she is 85 years old; lived here 50 years and the last ten in Plaza del Monte- I'm here for how these threatened aimed for destruction be considered noncontributing. two years ago, seniors were living in them and had to move out in May and find new homes. The rest of us wonder what will happen if they are allowed to be demolished as homes of our friends are destroyed - As a voice for my community to clarify three points as you make an informed decision - 1 - the Board has already spent extensive time reviewing the major arguments by the developer. The status reflects the Board's highly detailed attention to each piece of information as well as attention to the public comments offered at that time. These decisions reflect the history of an important part of Santa Fe development and the integrity of historical Santa Fe.

Point 2: Santa Fe lacks affordable housing and seniors lived in Plaza del Monte with affordable rent and nowt the developer wants to demolish. What would replace the buildings the developer wants to demolish? I can't help but think it would be much higher cost and could be sold to richer people. What would happen to those living there?

Plaza del Monte was a senior living facility and dismantling began with the purchase of the present owner and some leases were not renewed. Some residents had to leave, and others left out of fear the rest would be demolished Some still live there most are in their 80's or 90's. Should we threaten those seniors by beginning the demolition?

The Presbyterian Church, which has been here since early 19<sup>th</sup> century established it as retirement place for ministers, and other religious leaders who helped serve NM. It knew many of them. When the wind blows the trees and flowers they planted., I hear their words to put it to its former good use. It is still holy ground. I thank my daughter Ellen Armbruster who grew up here to understand this delicate situation. Thank you for your attention.

**Mr. Randy Burlingham** - 2541 Camino Alfredo, was sworn. He said, "I'd like this Governing Board to put people before property in this case. Any demolition will affect the quality of life for these residents. My mother is a long-term resident. The history should be respected at all costs. The residents who live there should have their quality of life there. I don't want to see one hammer hit a wall there.

**Ms. Stefanie Beninato** was sworn and said, "As a person who attended those meetings and as a qualified historian. I have a lot of concerns how this was presented to you, including David Rasch and Jim Long. You were told that as contributing, no changes could be made to the building. That is not true. With exceptions, the primary façades can have things done to them. It is also irrelevant how many jobs are presented. This is about design and whether the Board applied the criteria properly to the status. If the Heritage Hotels followed all ordinances, they wouldn't have sandwich signs on the sidewalk which they have done all the time at Hotel St. Francis and the one on Washington Street.

It would be a mistake for you to go to executive closed session. It was highly unusual that HDRB did so. These are the experts you appointed to make these decisions Staff are only supposed to do technical review and not recommending anything. If you read case law, case after case says it is the Board's expertise not staff's or consultants. The Board found Mr. Murphy's evaluation to be generic.

I heard those comments why the Board dismissed that report.

As for mid-century, Ms. Rios has a great bias against anything from the 1950's. That doesn't mean they are not worthy of preservation. Whether we like that style or not, these were built during that time when the historic ordinance was in effect and considered harmonious and compatible with the style. If we want to wipe out a whole era, that is a mistake on our part and if only the best example, we would only have a few examples of each. It is whether they contribute to the streetscape, of age and certain elements of style.

**Ms.** Evelyn Pryor was sworn and had comments of the developers. The five structures are ten homes and one garage. And regarding why HDRB asked for a survey of all the properties - from my listening, of the sessions, they got it that this was a community in toto- not just structures unrelated to each other. So, I didn't think it was extreme to ask for the HCPI. I ask you to uphold the HDRB decision the developer asks you to overturn. You could ask any residents who live next to impending demolition and

they worry about being next as their community ids destroyed. I lived there and was displaced from 125 Camino Santiago unit 4. The structure was sound and built in a very functional way. There is probably less maintenance now. It was managed by PMS until they sold it to Plaza del Monte LLC. I thought it was in 2015. I lived there 11 years when I had to pack up and leave my friends and understand they have been vacant since then. That puzzles me in a city that cries for rentals. it was a rental community for moderate income seniors, and they are vulnerable who continue to live there. Please think about hat with your decision and encourage you as you decide, to think about the resolution passed by council in July 2015 - to guide council decisions re housing. 5 pillars to guide council are affordability, quality, sustainability and health, equity, stability and fairness, and community control. Thanks.

Mr. John Eddy was sworn. He said, "I followed this request at HDRB. What you are not seeing, and I know you cannot base your decision on emotion. All of the hearings filled the gallery with people who testified to this community. You have just a shadow of that tonight. I'm here to follow up for them. As represented to you, midcentury modern is invalid and not something to think about it. It is on the cusp and they are becoming 50 years old. They were designed by Phillippe Register, an esteemed architect in Santa Fe. It was a holistic community as was testified to. I take issue with and would like you to discuss is the idea of streetscape. It has been represented to you that is not public roads. I'd like to see you clarify that for the purpose of this case. When it comes to demolition in a community as holistic as Plaza del Monte. When you do that, it erases streetscape and when you erase that character, you need to be aware of what replaces it. And the HDRB considers that. There has never been a development plan on this property for what will replace it if they are demolished. That will have an impact on any remaining residents if they are allowed to stay. Please consider those carefully.

There were no speakers from the public regarding this case and the public hearing was closed.

Mr. Sommer asked to be given his five minutes as a closing statement that might spark a question. If that is appropriate. We would just like to rebut, if that is okay.

Mayor Webber stuck with questions from councilors.

Councilor Vigil Coppler had no questions at the moment.

Councilor Abeyta asked regarding the regulation of the 50-year rule, what year that was adopted.

Councilor Romero-Wirth responded that it has been in the ordinance since its inception approximately 1956.

Mr. Rasch said it was in 1957.

Mr. Sommer disagreed. The 50-year rule was part of the Preservation Ordinance which was adopted in the 1990s.

Councilor Rivera asked Ms. Gheen about a statement in her memo on page 2 at the top where it said the Board has not yet considered the demolition of 124 and 126 Camino Santiago.

Ms. Gheen said the appeal is of the status action and demolition and does not have a decision on contributing structures. When they were designated contributing, the Board determined an exception was required for demolition and an exception to the Code. That requires a separate application. So, the demolition was not before the Board. So, because of that, there is nothing to appeal on those two structures.

Councilor Rivera asked in what year Ghost Ranch allowed to be demolished.

Ms. Gheen said it was in January 2013. It is in Exhibits H and I. FF/CL was 2014.

Mr. Sommer added that the big building was built in 63.

Ms. McSherry asked that question be directed to the Board Chair, Mayor Webber.

Ms. Gheen responded with a range of dates. The latest for the buildings was 49 years old.

Councilor Villarreal thanked the people who came this time. The packet is a little unfair because we are not experts in historic preservation but must decide. Personally, this is hard because I don't get to vote on the human elements and disheartening to hear how little control these residents have in this private property Can you remind me Ms. Gheen about what changed from April to June that shifted the designation for the two structures. There was a photo? If you had to define the breaking to contributing other than photos of the property and all board members were there?

Ms. Gheen agreed - all 7 members were present in April. The decision was 4-3 on one and required the chair to vote on that tie. And for 126, there was a February 1968 DOT photo but was not available for the June hearing. There was a lot of discussion about the age of the buildings and the majority of Board members with 5 present. She felt that was important. And a different composition. That was a consideration. I also think the Board at that time, had a lot of information in front of them. Some of it was conflicting and the record demonstrates the difficulty in making that decision. I can't read minds. That is the best I can do.

Councilor Villarreal said it is not a factor in our decision. But the code requirements makes it unfair. It is hard to determine contributing or noncontributing and

for demolition, I have no idea what the developer has planned for the future on this property. I would like to know the plans for this area.

Mr. Long said it is zoned R-17 which means we could build 105 units at maximum, but we are not trying to do that. We want to keep 22 dwelling units in place. How we utilize the site will be best determined by our planners and architect, but objective is to make it best for the community. Our long-term ownership is to have a quality environment for residents, and it is not profitability but preservation and quality.

Councilor Villarreal said it is hard to hear that some think it would be short-term rental I'm frustrated that it affects our decision on demolition and for people who want to stay there, and we cannot control affordability in that area. I'll yield for now I would like to know what the Staff's idea of streetscape is. It depends on who you talk with about it. What does it mean and the difference between private and public?

Councilor Romero-Wirth said the code is not helpful. It makes reference to both public and private and the definition of ROW incudes the term. What we traditionally think of is dedicated to the City but also talks about private use of ROW, primarily about utilities.

In the same definition, having not been involved at all, I don't second guess staff decisions and history of those interpretations, what was referenced in the attorney memo is what applies in certain conditions. A 300' radius was used in this case.

Ms. McSherry recommended looking at the factors and the term "streetscape" does not appear in the Code.

Mayor Webber asked if the Attorney was referencing street section or block front. Ms. McSherry said she was certain

Councilor Lindell shared the same frustrations and went back to what we said earlier about putting sizable amounts of money to get sixty apartments and we are talking about demolishing of 122 and 125 which is what? On page 40 of our packet.

On page 39, it shows that 125 had 4 units.

Councilor Lindell was grateful for the information. So, it is five.

In issue 2 re demolition, we are looking at a standard and four factors which don't all have to be met. Councilor Villarreal focused on whether a unique street section or block front will be reestablished. And we don't know. It could be a vacant lot for a long time or a parking lot I read through some of the minutes and the H Board was troubled by that also. Serving on H Board is very hard duty and those volunteers give a lot of time as evidenced by this packet which is almost a thousand pages. And the number of meetings this was discussed at. And the executive session which I understand is within

the Board's purview to do that.

The Board worked very, very hard on this and it certainly was not a quick decision on their part. I'll yield the floor on that. When I think of what we have gone through in the past couple of years for demolishing five and the hope was to demolish ten.

Councilor Harris thanked Ms. Gheen for Exhibit H. On the Findings of Fact for the appeal for Ghost Ranch property, under FF #11 - to reestablish the character with similar materials. Either to Ms. Gheen or Ms. McSherry, he asked if this type of decision does establish precedent for an adjoining property constructed in the same time period – the early sixties. The Governing Body used a Finding of Fact for that. Does that have precedent for what we are doing tonight? There are some binding and some non-binding. If you differ from the decision, it would be helpful to say what factors were involved. It would help if these Findings were different from the prior Findings. But you are not bound by a previous interpretation of the Code and that would be helpful to document. There are differences in the two cases, and we can document that. There are more similarities than differences, but that decision is not binding on us. So, it is a factor but not an element.

Ms. McSherry was not sure she would use the same terminology but agreed.

Councilor Harris noted that part of what was considered before was mid-century and is not found specifically in our code but on page 7 of the packet, it talks about intent of contributing status. When it talks about mid-century, it is not specific, and each example is a record of its time and place and Mr. Rasch spoke to that as well. They felt, going back to Findings, the things mentioned on character of mid-century elements in the style. It didn't seem to carry much weight in the prior case. So, I am thinking about place, time and use. A suggestion by the appellant, not an outright accusation, that perhaps the length of time could be seen by some as getting to the 50-year mark and I don't know if that is part of it. In those terms. A significant request was agreed to by the applicant to evaluate the whole property and they did that with identification of five contributing properties that were none of these.

Accepting that the Board acted appropriately to take it as a piece to determine what is important and what is not; that was done but not entirely accepted to the Board. I'm giving a fair amount to the applicant. We talked about expertise and John Murphy is certified as an expert and I give a fair amount of weight to that. That speaks to the contributing question.

On the second question, and I heard Councilor Villarreal and Councilor Lindell say we should know about what will happen there if they are demolished. Economic value will be created I wouldn't see it left idle. I don't think, with the price they paid, that it will be open space. So, something will be built that is consistent with our land use code and appropriate for this district. I assume they will build something that will be

consistent in the approval process. From reading the El Castillo project, there was a height exception requested and it eventually delivered an acceptable project. Those are my initial thoughts. That is where I start.

Councilor Romero-Wirth did not know where to start. She asked either Director Johnson or Ms. Gheen to define Mid-century modern design. Her sense was that we have not defined it and just now getting to a need to preserve it.

Director Johnson said that is correct. Many other communities - primarily those that saw more growth in the sixties - have seen the importance of those buildings and conducted their own surveys to determine the architectural characteristics and what is worthy of preservation. Phoenix and Austin have conducted those surveys. We have not yet done that and is part of our problem.

Ms. McSherry asked to swear Director Johnson for her testimony because of other communities being brought up.

Director Johnson was sworn and said 80% of this property will be kept as is. So, the majority of units will be kept - those were the words spoken. So, if we were not to have those five structures. But only talking tonight to decide if 124 and 126 are contributing. If we changed that status, and then, to issue two. the noncontributing to be demolished. If they were demolished, they still had the remainder of the community kept. Are there examples of mid-century modern in the rest of the neighborhood?

Only five units were considered contributing, but they are not any of these. They were recommended but there was no formal action by HDRB to designate them.

Councilor Romero-Wirth wanted to be clear on the public testimony that we are not using "contributing" as seniors contributing. She re-read the four elements for how we are talking about contributing. And, to Councilor Villarreal's point about not being experts, we are asked to reevaluate whether 124 and 126 meet all of these elements. We are not experts, but we have staff testimony that they are not contributing, and they voted 3-2 in final to designate them contributing. I guess that means looking at the picture.

Director Johnson said it is the totality of evidence to guide your decision

Councilor Romero-Wirth said it would be based on staff's recommendation or HDRB's recommendation, so we could go either way. We could say the staff is correct and want to make them noncontributing.

Ms. McSherry said the Governing Body can rely on all the evidence.

Ms. Gheen added that the Governing Body could also choose to not rely on either of them in making their decision

Ms. McSherry said the evidence you have includes the HCPI, the Staff report, Findings of Fact, photographs and the testimony today. Those factors are the only elements you can rely on.

Councilor Romero-Wirth asked if the standard for demolishing is that standard because those structures are noncontributing or contributing. So, because they are non-contributing, they can be demolished and don't have to meet all four elements.

Director Johnson agreed. They are the factors for consideration. If they are contributing, an exception request must be dealt with.

Councilor Romero-Wirth understood that 122 and 125 and garage were noncontributing and 122 was where the H Board put their determination. She asked if someone could help her with their thinking when not knowing what would reestablish or if it was because it is street section or block front.

Ms. Gheen replied that on page 9, she tried to encapsulate that regarding demolition. The bulk of the hearing on June 26 focused mostly on status. From that, she gathered several points. That it was part of an essential street section was Finding #12. From the motion, the resolution of design exemplified by these structures and unique street section. And because it was found to be part of an essential street section, then the Board wanted to see if it was going to be re-established and because the Board found no information on how to be re-established, it was the primary factor in denial of demolition. So, you might wish to follow that same path - Is it an essential street section of block front and will it be re-established?

Councilor Romero-Wirth asked for any evidence we have for condition of these buildings.

Ms. Gheen said nothing in the record indicates it was not structurally sound - but they do not meet current code.

Director Johnson agreed they don't meet current code.

Councilor Romero-Wirth said we don't know if it has historic significance because that was not determined in mid-century modern style.

Ms. Gheen said they didn't find it of historic significance and not in need of repair. Finding #11 says neither historic importance and not in need of repair. So that did not factor into their decision - #2 was overshadowing the decision.

Councilor Romero-Wirth said okay. So, they decided it was an essential part of street section or block front. So, this street is separate from the area.

Ms. Gheen noted that discussion was rather brief.

Councilor Romero-Wirth asked then how we can know this street is different than the rest of the property.

Ms. Gheen did not answer.

Director Johnson said what she found is that it is a cul-de-sac. The majority runs east-west and it makes an L, and these are at the end of the cul-de-sac, essentially. So, it could be considered unique but also a lesser element of that development.

Councilor Romero-Wirth asked for the definition of street section and block front.

Director Johnson said there was no definition of that.

Councilor Romero-Wirth asked, if we deny that, could they come back with what re-establishes it to maintain this unique street section?

Ms. Gheen thought that could be a new element and would first be decided by the Board by reopening the application.

Director Johnson agreed.

Mayor Webber asked Ms. Gheen if it is about five demolition permits.

Ms. Gheen agreed. That is what the appellants requested in their appeal but there are really only two final actions being appealed – the status of two units and three denials of demolition.

Mayor Webber recalled a point raised by public testimony - that the resident's bill of rights be considered. We have a resident's bill of rights and on the other hand are the factors for demolition. Does the resident's bill of rights apply?

Ms. Gheen clarified that it is an appeal of the HDRB, who can only consider what they are given authority to consider. So, it is limited in scope to those factors and elements.

Mayor Webber reasoned that we are not applying certain parts of our responsibility but acting as a quasi-judicial body on a narrow list of factors on appeal

Ms. Gheen agreed.

Mayor Webber asked the best example is not a factor to consider.

Ms. Gheen asked if he meant for status or demolition.

Mayor Webber said he was applying it broadly

Ms. Gheen said best example is not in the code. So, it doesn't need to be the best example.

Mayor Webber understood we are not cherry picking what would apply from the code. Does the section of street section or block front apply to private roads?

Ms. Gheen didn't believe that was defined in the code. There is ambiguity on that. That was factor #2 in demolition street section or block front - block front is not defined and can be interpreted.

Mayor Webber asked for an example.

Director Johnson said that is broadly speaking of urban design. We have had difficulty with definition of streetscape and that gives us more guidance. Those design elements provide the best guidance.

Mayor Webber asked of Mr. Lloyd about issue #1 on contributing status. Would you agree they are approximately 50 years old?

Mr. Lloyd agreed.

Mayor Webber asked if they fit the character of this district.

Mr. Lloyd said that is not defined.

Mayor Webber asked if a definition of midcentury modern is part of the vocabulary of American architecture.

Mr. Lloyd said that is difficult to answer. The historic ordinance defined those two criteria, and these don't fit that.

Mayor Webber asked if he agreed agree it was not part of American architecture.

Mr. Lloyd said it was part.

Mayor Webber asked, if it is midcentury in America, why wouldn't it also in Santa Fe.

Mr. Sommer clarified that the ordinance is very specific to Downtown and Eastside Historic District. It says Territorial or Spanish Pueblo Revival - for old Santa Fe and recent Santa Fe styles. We could change the ordinance, but it is why this district is particularly important. That is what this preservation ordinance is about. Mid-century

does not make this district important. It is not important to this district or contribute to what makes this district important. The buildings by John Gaw Meem who tried to establish and reestablish Spanish Pueblo are what is important.

Ms. Johnson said Section 14-5.2C 11 a - states each structure be recognized as of place and time. In other words, we are trying to have a preservation process that recognizes evolution and deserves to be preserved.

Mr. Sommer begged to differ because this ordinance is what makes this district important and mid -century was never part of it. What you read was from a staff memo in the other case. That was taken from the definition of the preservation ordinance. It is not a standard. Preservation is important and should not be denigrated just because a building is 50 years old.

Mayor Webber agreed, but we are not closing the door on other architecture being significant.

Councilor Romero-Wirth asked to hear from our attorney.

Mayor Webber asked Ms. Gheen if that is not covered by our criteria.

Ms. Gheen said the Board did find that 124 and 126 reflect a simple Spanish pueblo style. So, following what Mr. Sommer said, the Board did find the building conformed to the character of the district.

Mayor Webber so our answer is that I'm arguing on the wrong basis. So, are we locked in time to only two styles worthy of preservation or with 50-year following period how Santa Fe adapts to change over time?

Director Johnson noted that at the introduction of design standards - that a style of architecture has evolved since 1600s. And it says recent style differs with different materials and decorations and it goes on to say that it reflects the old Santa Fe style. And these style requirements are fairly broad so you could see how other styles could conform to Santa Fe style. There are many variations in recent Santa Fe style that are not enumerated.

Mayor Webber to Mr. Lloyd - we disagree perhaps on whether it maintains the character of the district. Has integrity remained with minor alterations? Does it meet that test?

Mr. Lloyd said it does not. There have been changes to those buildings. The staff agreed with that and the independent consultant agreed with that. So at least three experts are stating that is not the case.

Mayor Webber asked Director Johnson about integrity. Have they been altered

enough to not be contributing?

Director Johnson said that is very subjective and she did not review the HCPI on them.

Mayor Webber said we have not gone on a field trip but in previous appeals said there were dramatic alterations. Has that level of alteration been done to these two buildings?

Mr. Lloyd said he could not compare the two.

Ms. Gheen said she did not have the insight on the previous alteration but HCPI for 124 is on page 99 – "date unknown - replaced windows and doors." And for 126 on page 119 - states "modifications on date unknown. Replace sliding glass doors." The Board found replacing windows and doors was not enough.

Councilor Vigil Coppler, out of curiosity, said "I used to live on Old Taos Highway. I wondered, if we are talking about Camino Santiago, Old Taos Highway or Paseo de Peralta (as the streetscape). I was in there and saw that at one time they had an ugly yellow gate. Do they have ability to get onto Old Taos Highway?"

Mr. Lloyd said there are gates at each end. So, it is private. They are rusted metal.

Councilor Vigil Coppler knew those gates were there for many years. Blocking access to Old Taos Highway. "I wouldn't want them preserved at all. I always saw these buildings and were not particularly lovely. If we could have something more presentable and more Santa Fe-ish - I'm for that. I like the city to look lovely, and to me, this does not look lovely. As you drive through that street, it is a very quaint neighborhood and I am glad to see the developer wants to keep them now and in the future. To me, these structures don't add value. I don't think it is fair and think Councilor Harris alluded to it. I think it is important to start from when the appeal was started. 49 years is close to 50 years but to me the factor is 50 years, not less. I saw the pictures from DOT and don't see these structures existing at that time of that picture."

She said, "I looked at all of that. From the time of this appeal that these are less than 50 years old. I don't think these structures maintain the character of the historic district - not only my preference from Old Taos Highway but also at the hearing on March 27, 2013 - the Governing Body determined they were not significant and give credence to the very renowned person we used to employ. We've had to ask David permission for things - sometimes I wish they got rid of you but now I'm glad the city didn't. I value your opinion and it carries a lot of weight. As I read through things from the past, I'm always suspicious when a Board says they like it and then not. I wonder about that.

Back in 2013, the Governing Body decided on many items that we are considering tonight. With the testimony tonight, I have not heard anything that supports the HDRB decision. The streetscape is that some things are beautiful to some and not to others. I don't see the value in preserving this.

Mr. Sommer said, I know we are all tired. I just wanted to let you know I have some points to make.

Mayor Webber agreed. We have not forgotten.

Councilor Abeyta commented, "My feeling is, in looking at Downtown and Eastside standards, that if we continue to allow this rolling 50-year standard that everything will eventually be contributing and not allow any development in downtown. That is my train of thought."

Mayor Webber said we do have to give Mr. Sommer his closing statement and then discuss and make a decision. Are there specific questions?

Councilor Harris went back to his initial line of questioning. The Ghost Ranch property - 401 Old Taos Highway - I look at the packet and we have on page 40 the aerial photograph of the property and the lower left-hand corner is 401 Old Taos Highway. Has all of that property been demolished?

Mr. Lloyd said it has.

Councilor Harris observed the closest property is the big garage. I appreciate more the standards of the district for those particular styles. Mid-century it is not but has to do with time and place. All the buildings that preceded the other buildings and these that we are talking about were perhaps among the last ones to be developed. So, no matter how we feel about mid-century that the whole sense of time and place - for Ghost Ranch - all went away and that takes away a lot of the reason for being of these buildings.

Mayor Webber to Director Johnson said there are a variety of categories on what a historic district is and a historic compound. What is a historic compound? Have we lost the anchor element?

Director Johnson read the definition which included being listed on the historic compound register. This property is not listed on the historic compound register.

Mayor Webber understood we have the category but have not designated this one as a compound.

There were no more questions at 10:35.

Mr. Sommer gave his closing statement. He guoted from the definition that at least 50% must be contributing and this has not met that standard. Regarding procedure, specifically address why it is messy and bring clarity - our application was to demolish five buildings. That was denied or not approved. That is de novo. Whether there are some that are contributing - that is your jurisdiction. It was filed in October 2017 and decided in 2018. The Board must decide in 65 days per code, but they didn't decide. The Board required the survey, but the Board ignored the survey. In April, they made a decision that 124 could be demolished, and the garage could be demolished and 126 the chairman called for a new decision and they went into executive session. What does that tell the applicant and the public? They were not going to tell us what their decision is based on. When they came back, they rescinded their decision. So, we went to the First Presbyterian Church and went through all of their boxes and to the Menaul Library in Albuquerque and brought it all back. And the Board then decided that 124 was contributing and 125 was not. Arbitrary decision. Mr. Powell said he drove out there with my friend and my friend thought it was important and that was important in the decision - it was handled sloppily. If they had followed the ordinance, it would be a lot clearer - How is it unraveled - Look at the basis of their decision one criterion that the midcentury contributed to the downtown district. But that is wrong. It is not part of his ordinance. A geodesic design will be considered important. And that will gut our ordinance. That is not the way it should be applied in this case. The ordinance is about old Santa Fe Style and recent Santa Fe style and there is a reason for that. From John Gaw Meem - all of it depends on Spanish Pueblo Revival - old and recent. It is clear these buildings don't comply. The demolition side is even easier - this is not in preservation ordinance but demolishing any building in historic district 3 criteria significance of architecture - these are not historically significant. Net a report on structural stability. Is it falling down? Does it meet code? They don't meet code and are in disrepair. These are the only criteria that are important. Whether the structure is essential part of a unique street section it has to be a public ordinance a street is a ROW dedicated to public use to adjoining properties and any public thoroughfare and approach that extends to property line. This is not a street under the ordinance. Does it meet a block section? What they said and what the Board found that the carports that do not face a street - they are not part of a street by any imagination. It is not even a block - a section of street confined. None of it meets the definition. But they said it is and you cannot take them down. It is one building - not a block. The same is true with the other ones. They mystified the standard. Is it a unique street section - no. And not a unique block and the Board found the other two don't matter. This has been two years and put through the wringer and trying to find out why it is not possible. It doesn't meet the ordinance and if you find it does, it does violence to that ordinance. Our ordinance is unique. The standards have not been met. Councilor Harris said it right, we will come in with an application that complies and that is what they are getting next door. Why? They came back later after demolition. Thank you.

Mayor Webber noted that a closed session has been said is less than noble. We are not required to do it and can discuss it in public. We should do motions on item one and then item two.

Councilor Abeyta concluded that your "50 Year Crawl" would soon prevent affordable housing development in downtown. I don't think so. Affordable Housing is spread all over the city. I don't think mid-century modern is what was intended. It is not Santa Fe Style.

Council Action on Issue One: Contributing Status

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and designate 124 and 126 as non-contributing, because they do not exhibit sufficient historic integrity to establish and maintain the character of the H District.

#### Discussion on the Motion:

Councilor Rivera said we are being asked to decide something in four hours where the HDRB has had more than a year on it and done a walk-through of the area. They clearly struggled with the issue. That is why we have the HDRB to do the tough work, so we hopefully don't have to make a decision in 4 hours. We turned over other decisions they made. Why do we have a HDRB if we don't allow them to make the decisions and everything come to us? I trust they did their homework and made the tough decision. I trust they did it properly and made each right decision and I voted against the Old Taos Highway decision.

Mayor Webber asked if he was suggesting we need more time to mull it over.

Councilor Abeyta said he made a motion and it has been seconded.

Mayor Webber agreed that it obviously is not an easy thing to do. We argued about whether mid-century is irrelevant. There were emotional issues of community and family. We heard aesthetic testimony and we are hard pressed to do well.

Councilor Harris acknowledged whether it is HDRB or Planning Commission, a lot of work goes into it and understood when you do it. There are decisions made that are appealed and we lived with it as Planning Commissioners and here, we as Councilors live with it. They were well meaning but just got it wrong. I'll support the motion and people probably understand why. The arguments made by the Appellant are persuasive. The main element was demolished, and the language of street section is important language. It is an engineering term. My reasons for supporting this motion are those.

Councilor Romero-Wirth said she could ask questions of our understanding on contributing. We heard that because our ordinance doesn't specifically mention midcentury that it isn't included but Director Johnson said it could be included.

Mayor Webber said there is disagreement and that the prior decision was precedent setting. It is a muddy issue because of that executive session and a messy procedure, and it is a damned hard case.

**VOTE:** The motion failed on the following roll call vote:

For: Councilor Abeyta, Councilor Vigil Coppler, Councilor Harris.

Against: Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth,

Councilor Villarreal, and Mayor Webber.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to deny the appeal and affirm the Board's status decision and independently designate Unit 124 and 126 Camino Santiago as Contributing as well as adopt the Board's designation of the respective primary façades and direct Staff to draft Findings of Fact and Conclusions of Law to reflect its decision.

**VOTE:** The motion was approved on the following roll call vote:

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

Villarreal, and Mayor Webber.

Against: Councilor Abeyta, Councilor Vigil Coppler and Councilor Harris.

Council Action regarding Issue 2, dealing with demolition:

Mayor Webber gave the options of different ways to take the structures under consideration. We could grant the appeal and approve the demolition of all three structures, we can grant in part or deny part and allow the remaining structures or deny the appeal and affirm the Board's decision that demolition is not allowed.

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and approve the demolition of all three structures because this does not constitute an essential part of a unique street section, as defined by our Code or a block front.

#### Discussion on the Motion:

Mayor Webber said the question of what constitutes a block front is troubling. Councilor Harris helped a little as an engineering term. How does block front apply? Is it what you see as you walk by? Are we trying to retain a similar appearance? From the

prior vote was the question not answered tonight about what would be proposed to establish it again?

Councilor Harris said we did not address the block front issue. We heard a 300' radius for streetscape. The Board gave factor #2 great weight, but they were not being fair. Frankly, something will go back in that space like in the Ghost Ranch case. An applicant brought that forward, and it did comply. Whatever happens here will be in compliance. That is my opinion.

**VOTE:** The motion was not approved on the following roll call vote:

**For:** Councilor Harris, Councilor Abeyta, Councilor Lindell, and Councilor Vigil Coppler.

**Against:** Councilor Rivera, Councilor Romero-Wirth, Councilor Villarreal and Mayor Webber.

Mayor Webber announced the result is a 4-4 vote and does not pass.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal, that the Governing Body allow the garage to be demolished but 122 and 125 not allowed to be demolished, and direct Staff to draft Findings of Fact and Conclusions of Law to reflect that; and dismiss the demolition appeal regarding 124 and 126 Camino Santiago since no final action was taken by the Board to appeal.

**VOTE:** The motion was approved on the following (5-3) roll call vote:

**For:** Councilor Vigil Coppler, Councilor Villarreal, Councilor Lindell, Councilor Rivera, Mayor Webber

Against: Councilor Romero-Wirth, Councilor Abeyta, Councilor Harris

Mr. Sommer asked for clarity: if the motion implied 122 and 125 would not be demolished until it was established what would replace them under the ordinance. He thought that was what Council was after but didn't want to leave here without knowing. If there is a blanket ruling that they could never be demolished, was not the intent but would be until the Applicant could show what would replace them. Is that right?

Ms. McSherry said that action was taken within the application that was submitted. If a different application were submitted with different facts, it could be considered.

Mayor Webber thought that was helpful. We are not making a blanket statement that it could not ever be demolished.

Mr. Sommer concluded that we should make a new application if we want them demolished.

#### 15. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal introduced a resolution on the Rio Grande Trail Master Plan.

Councilor Vigil Coppler wished our new Governor well in her new role and looking forward to working with her.

Mayor Webber said today is Public Safety Recognition Day and he is very grateful to those who put themselves on the line every day and, in the spirit of gratitude, he extended heartfelt gratitude to all in our city, county and state.

Councilor Lindell thanked Ms. Gheen for her hard work for the City. "You are leaving our family shortly, but we want to thank you. And it was great working with you, and I wish you well in your future. Have a great time. You have earned it."

## I. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:11 P. M.

	Approved by:	
ATTESTED TO:	Mayor Alan Webber	
Yolanda Y. Vigil, City Clerk		
Respectfully submitted by:		

Carl G. Boaz, Council Stenographer

# CITY COUNCIL MEETING EXECUTIVE SESSION January 9, 2019

The Governing Body of the City of Santa Fe met in an executive session duly called on January 9, 2019 beginning at 6:15 p.m.

## The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association:
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, Filed in the Norther District of California; and
- Discussion of Disposal of Real Property.

## **PRESENT**

Mayor Webber
Councilor Abeyta
Councilor Harris
Councilor Lindell
Councilor Rivera
Councilor Romero-Wirth
Councilor Vigil Coppler
Councilor Villarreal

#### **ABSENT**

Councilor Ives

## STAFF PRESENT

Erik Litzenberg, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Mary McCoy, Finance Director (In at 6:20 p.m.)
Andrew Padilla, Police Chief (6:20 p.m. – 6:54 p.m.)
Matt Brown, Economic Development Director (In at 6:51 p.m.)
Sean Moody, Asset Development Director (In at 6:51 p.m.)

There being no further business to discuss, the executive session adjourned at 7:20 p.m.

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# MINUTES OF THE REGULAR MEETING OF THE GOVERNING BODY Santa Fe, New Mexico January 9, 2019

## **AFTERNOON SESSION**

#### 1. CALL TO ORDER AND ROLL CALL

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, December 12, 2018, at approximately 5:00 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

## **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

## **Members Excused**

Councilor Peter N. Ives

## **Others Attending**

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

#### 6. APPROVAL OF AGENDA

Ms. Vigil said item 10 (e) has been removed; items10 (a) and (g) have been revised and (ff) is corrected from the Finance Committee. They have exhibits that were

given to Councilors. She distributed a new document for 10(g) to the Councilors.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to

approve the agenda as amended.

**VOTE**: The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

## 7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler pulled item 10(ff) for discussion.

Councilor Rivera pulled item 10(o) for discussion.

Councilor Lindell pulled item 10(g) for discussion.

Councilor Romero-Wirth pulled items 10(cc) and (hh) for discussion

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the Consent Agenda as amended with items 10 (g), (o)

(cc), (ff) and (hh) removed for discussion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell,

Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

## 8. APPROVAL OF MINUTES:

a. Regular City Council Meeting – December 12, 2018

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to

approve the minutes of December 12, 2018 as presented.

**VOTE:** The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

## b. 2019 Legislative Priorities Meeting – December 20, 2018

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the minutes of December 20, 2018 as presented.

**VOTE**: The motion was approved on a voice vote with Mayor Webber,

Councilors Abeyta, Harris, Lindell, Rivera, Romero-Wirth, Vigil Coppler, and Villarreal voting in favor of the motion and none voting

against.

#### 9. PRESENTATIONS

a. St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions.

Councilor Rivera made the presentation. He invited the coach and players forward. He read the whereas statements from the proclamation: a record of 23-2, first time in St. Michael's history in the tournament of champions, 3.98 average GPA, 8 players earning over 4.0 GPA. He thanked all the parents for supporting their children and the City is proud of them too.

Mayor Webber proclaimed Friday February 1 as St Michael's Lady Horsemen Volleyball Team Day.

Coach Sandoval shared her thanks for this honor and said she couldn't be prouder of these student athletes and their GPA scores.

#### 10. CONSENT CALENDAR

a. CONSIDERATION OF RESOLUTION NO. 2019-01. (Mayor Webber)
A Resolution Repealing Resolution No. 2018-1 Relating to the Open
Meetings Act; and Adopting Annual Notice Requirements. (Erin K.
McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

A copy of the proposed amendment to this Resolution by Mayor Webber is incorporated here with to these minutes as Exhibit 1.

b. State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court

- Judge, vmvigil@santafenm.gov, 955-5110)
- c. Request for Approval of Procurement in the Total Amount of \$263,758.45 Using State Price Agreement #60-000-15-00015 for Five Transit Vans for the Division of Senior Services; Creative Bus Sales, Inc. (Gino Rinaldi, Division Director, earinaldi@santafenm.gov, 955-4710)
- d. Request for Approval of State Price Agreement in the Amount of \$81,280.50 for the Purchase of Labor Costs to Build Police Department Vehicles; MHQ of New Mexico. (Robert Vasquez, Deputy Police Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)
- e. Request for Approval of Department of Justice, Bureau of Justice Assistance FY18 Edward Byrne Memorial Justice Assistance Grant Program-Local Solicitation in the Total Amount of \$25,215 for Replacement Portable Breath Test Machines (PBT's), Small Equipment and Supplies to Maintain the Body Worn Camera System; United States Department of Justice. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
- f. Request for Approval of Consolidated Project Agreement in the Total Amount of \$74,223 for Funding of End Driving While Impaired (ENDWI), Buckle Up/Click It or Ticket (BKLUP/CIOT), Selective Traffic Enforcement Program/100 Days and Nights of Summer (STEP/DNOS); New Mexico Department of Transportation. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
  - 1. Request for Approval of Budget Amendment
- g. Pulled by Councilor Lindell for discussion.
- h. Request for Approval of Professional Services Agreement in the Amount of \$115,331.96, Inclusive of NMGRT, for the Design Services Scope Required for the Proposed Structural and Building Envelope Rehabilitation to the Salvador Perez Recreation Building CIP #503A; Using Cooperative Educational Services/WHPacific. (Jason Kluck, Facilities Division Project Administrator, jmkluck@santafenm.gov, 955-5937)
- i. Request for Approval of Professional Services Agreement in the Amount of \$216,117 for Kitchen Angels, Inc. to Act as Project Manager and

Provide Related Services as Outlined in New Mexico Severance Tax Bond Project #18-C2574; Kitchen Angels, Inc. (David Chapman, Grant Administrator-Writer, dachapman@santafenm.gov, 955-6824)

- 1) Request for Approval of Budget Amendment
- j. Request for Approval of Amendment No. 3 to Professional Services Agreement in the Amount of \$19,787.88, Plus Applicable Gross Receipts Tax, to Provide Roadway Lighting Design Services and Right-of-Way Funding for Agua Fria and Cottonwood Intersection Safety Improvement Project; Souder Miller & Associates. (William Montoya, Engineer Assistant, wpmontoya@santafenm.gov, 955-6623)
  - 1) Request for Approval of Budget Amendment Resolution
- k. Request for Approval to Complete a Grant Application and to Execute a Grant Agreement for the FY 2018 Section 5307 Urbanized Area Apportionment in the Total Amount of \$1,577,518 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Transit Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)
  - 1) Request for Approval of Budget Amendment in the Amount of \$77,518
- m) Request for Approval of Professional Services Agreement in the Total Amount of \$72,000 for Subscription to Streaming Digital Video, Music, Audio Books and E-Books; Midwest Tape "Hoopla". (Jeffrey Donlan, Interim Library Director, jpdonlan@santafenm.gov, 955-6788)
- n) Request for Approval of Amendment No. 1 to Professional Services Agreement to Transfer Fiscal Rights, Privileges, Obligations in the Total Amount of \$82,000 from Santa Fe Community College Foundation to Santa Fe Community College for CYC Recommended Services; Santa Fe Community College Foundation/Santa Fe Community College. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)
- o) Pulled by Councilor Rivera for discussion.
- p) Request for Approval of Change Order in the Amount of \$7,714 for Construction Process Changes to the Department's Type 3 Wildland Fire

- Engine, Super Vacuum Manufacturing Co. Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)
- q) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreements to Include HUD Required 2 CFR 200 Language (No Changes to Original Amounts are Required): (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
  - 1) SFPS Adelante
  - 2) Santa Fe Civic Housing Authority
  - 3) The Santa Fe Community Housing Trust
  - 4) Interfaith Shelter
  - 5) Presbyterian Medical Services
  - 6) Youth Shelters and Family Services
  - 7) Youth Shelters
- r) Request for Approval of Amendment No. 1 to CDBG Professional Services Agreement for the Soleras Station Project to Include HUD Required 2 CFR 200 Language and Approve Sole Source Procurement (No Changes to Original Amounts are Required); Santa Fe Community Housing Trust. (Jacqueline Beam, Office of Affordable Housing Planner, jybeam@santafenm.gov, 955-6574)
- s) Request for Approval of Award and Acceptance of FHWA Section 112 Federal Transportation Planning Funds in the Total Amount of \$212,483 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment
- t) Request for Approval of Award and Acceptance of FTA Section 5303 Federal Transportation Planning Funds in the Amount of \$65,080 for Santa Fe Metropolitan Planning Organization Program Operations; New Mexico Department of Transportation. (Erick J. Aune, Transportation Planner, ejaune@santafenm.gov, 955-6664)
  - 1) Request for Approval of Budget Amendment Resolution
- u) Request for Approval to Purchase Capital Equipment in the Amount of \$116,0808.52 for Fiscal Year 2018/2019 Utilizing a State Price Agreement
   NM Lawn & Garden Equipment Contract; John Deere & Company/Dealer: Austin Turf & Tractor. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

- v) Request for Approval of Award of Construction Agreement in an Amount Not to Exceed \$4,000,000, Exclusive of NMGRT, for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., and Allied 360 Construction LLC. (Michelle Martínez, Project Administrator, mrmartinez1@santafenm.gov, 955-6931)
- w) Request for Approval of Amendment No. 8 to Project Management and Fiscal Services Agreement, Item No. 07-1051 Between the Buckman Direct Diversion Board and the City of Santa Fe. (Nancy Long, BDDB Counsel, nancy@longkomer.com, 982-8405)
- x) Request for Approval of Amendment No. 4 to Professional Services Agreement for a Time Extension Emergency Repair for Operations and Maintenance; Alpha Southwest. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)
- y) Request for Approval of Amendment No. 2 to Professional Services Agreement in the Amount of \$84,000 for FY 2018/2019, \$504,459.50 for FY 2019/2020 and \$504,459.50 for FY 2020/2021, Exclusive of NMGRT, for the Established Electronic Billing; Valli Information Systems DBA Postal Pros. (Kathy Valdez, Interim Utility Billing Division Director, ktvaldez@santafenm.gov, 955-4348 and Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)
- z) Request for Approval of Amendment No. 1 in the Amount of \$21,302 for Receipt of Additional Entitlement Funds AIP Grant 3-35-0037-047-2017 for the Santa Fe Regional Airport. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
  - 1) Request for Approval of Budget Amendment
- aa) Request for Approval of Contract in the Amount of \$307,264.08 for the Installation of Munters Furnaces at the Genoveva Chávez Community Center; CES/B&D Industries Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933)
- bb) Request for Approval of Professional Services Agreement Using New

Mexico State Price Agreement #50-000-15-00072 in the Total Amount of \$139,944.30, Inclusive of NMGRT, for Construction Services at the City of Santa Fe Environmental Services Offices at 1142 Siler Road; FacilityBuild Inc. (Curt Temple, Projects Administrator, cetemple@santafenm.gov, 955-5935)

- cc) Councilor Romero-Wirth pulled this item for discussion.
- dd) CONSIDERATION OF RESOLUTION NO. 2019-03. (Councilor Harris, Councilor Ives, Councilor Lindell, Councilor Rivera, Councilor Vigil Coppler and Councilor Villarreal)

A Resolution Promoting the Preservation and Care of the College of Santa Fe Art Collection by Promoting an Active Loan Program to Ensure Public Access to and Educational Opportunities with Said Collection. (Robert Lambert, Community Gallery Manager, rdlambert@santafenm.gov, 9556705)

- ee) CONSIDERATION OF RESOLUTION NO. 2019-04. (Councilor Harris)
  A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)
- ff) Councilor Vigil Coppler pulled this item for discussion.
- gg) CONSIDERATION OF RESOLUTION NO. 2019-06. (Councilor Lindell)
  A Resolution Amending Resolution No. 2015-18, Regarding the
  Duties and Responsibilities of the Veterans' Advisory Board; Authorizing
  the Use of Existing Funds to Educate Residents and Promote the Option
  for a Voluntary Contribution to the New Mexico Veterans' State Cemetery
  Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and
  Family Services Program Manager, jisanchez@santafenm.gov, 955-6678)
- hh) This item was pulled for discussion by Councilor Romero-Wirth.

#### CONSENT AGENDA DISCUSSION

g. Request for Approval of GSA Contract in the Total Amount of \$158,409 for the FARO Laser Scanner System. (Robert Vasquez, Deputy Police

Chief, rfvasquez@ci.santa-fe.nm.us, 955-5163)

1. Request for Approval of Budget Amendment

This item was pulled by Councilor Lindell.

A copy of revised 10(g) is incorporated herewith to these minutes as Exhibit 2.

Councilor Lindell had not seen the paperwork. She asked Chief Padilla, on page 5 of the most recent handout, if the City should go back to FARO. On the original quote for this particular item, it was \$15 719 with a \$5,000+ discount. Now it is \$15,700 with only a \$785 discount. She thought we should talk with them.

Chief Padilla agreed with her and explained that the original discount was because we were purchasing two and now, we are just purchasing one.

Councilor Lindell said she would be inclined to give them another phone call. She thought it was onerous on their part and the lower discount did not seem right.

Chief Padilla agreed to give it another shot.

Councilor Abeyta thanked Chief Padilla for the time and effort to research it to get by with one, as recommended by the Finance Committee.

Mayor Webber said what was impressive to him was the data assessment on the memo. "You are professionalizing and upgrading the police work in the City and please track the use of the equipment. If ultimately there is another request, we want to know that as well.

**MOTION:** Councilor Lindell moved, seconded by Councilor Abeyta, to

approve Consent Agenda Item 10 (g).

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal.

Against: None.

o) Request for Approval of Sole Source Procurement in the Total Amount of \$75,000 for Annual Membership Dues and Subscriptions; New Mexico Municipal League. (Mary Freitas, Executive Administrator, mmfreitas@santafenm.gov, 955-6590)

Councilor Rivera pulled it this item. He questioned what the City is getting for what is being spent for the membership dues at the New Mexico Municipal League. He asked if Santa Fe got anything from the Municipal League.

Mr. Bill Fulginetti, with the Municipal League, was present and responded.

Mr. Fulginetti asked if his question was the value of the dues to the City and what the League offers. He said there is currently an issue before us with TRD, who is charging the City 3% to collect your GRT taxes and changed it from 3.25% and we think it is unconstitutional and have an attorney who said it was. We have not filed a lawsuit for it. That will save Santa Fe \$450,000 per year. It was a successful negotiation. We are now drafting a bill to get the \$110 million from over last ten years. We are prepared to go to court on that.

Santa Fe is part of lawsuit on distribution of GRT to you. We contend the TRD has been doing it illegally. There is a procedure to follow and they are not. We have filed a case in court and Santa Fe is one of them. Santa Fe would get 4-5m in back taxes they should not have taken. So that has proven financial liability and the League stands behind you in that.

Councilor Rivera said that was extremely helpful. He assumed that attorney fees come from the league and they don't ask for more.

Mr. Fulginetti agreed. The Municipal League has already paid for the research. They negotiated with a law firm on a contingency fee basis, but the cost might have to be shared for depositions and court reporting but not for the legal fees.

Councilor Rivera noted that several of our Councilors serve on League committees.

Mr. Litzenberg added that there are also some Staff who serve on various committees.

MOTION:

Councilor Rivera moved, seconded by Councilor Harris, to approve the \$75,000 procurement of dues and subscriptions with the New Mexico Municipal League.

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

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

Against: None.

cc) CONSIDERATION OF RESOLUTION NO. 2019-02. (Councilor Villarreal)
A Resolution in Support of Legislation in the 2019 Legislative Session to
Authorize the Practice of Dental Therapy and Govern the Training and Licensure
of Dental Therapists in New Mexico. (Jesse Guillen, Legislative Liaison,
ibguillen@santafenm.gov, 955-6518)

Councilor Romero-Wirth commented on her vote at Finance. She voted no and will again tonight. She was not opposed to creating dental therapists and was well aware of a dental crisis in the state and commended those who are addressing it. The reason is a scope of practice issue which the legislators deal with a lot. She saw them quite a bit earlier in her life. She hoped the dentists and advocates will continue to negotiate for a satisfactory bill. She didn't want to take sides. It needs to be worked out because dentists go to dental school and want to make sure they can be adequately trained without a medical degree. She would leave it open for whatever action Council wants to take.

**MOTION:** Councilor Villarreal moved, seconded by Councilor Lindell, to

approve Item 10 (cc).

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

**For**: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, and Councilor Villarreal.

**Against:** Councilor Romero-Wirth and Councilor Vigil Coppler.

Councilor Lindell asked to be a cosponsor.

ff) CONSIDERATION OF RESOLUTION NO. 2019-05. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Interfaith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

**Fiscal Impact:** (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Mayor Webber said this has new documentation and Mayor Webber asked Director Ladd to walk the Council through it.

Director Ladd also had an updated fact sheet which Mr. Werwath handed out. She said the newest outcome value is estimated at \$2.2 million. It was adjusted in a new FIR and was in the packet. It uses 50 for the number of units instead of 60. That was the only change. An issue considered at the Public Works Committee was

relocation costs absorbed by the developer was included in the subtotal for that line item. It was not in the overall FIR total and was mistakenly put in to correct the math. The Committee discussed whether the appraisal information should be in there.

A copy of the hand out is incorporated into these minutes as Exhibit 3.

Councilor Vigil Coppler appreciated the new information. For those not on Public Works Committee, this was pulled for various questions the Committee had; mainly because it has changed substantially from the Public Works Committee review. She was unclear how the public gets this updated information. She supports this project but wanted to convey that they changed the 60 units to 50 units and changed the appraisal amount. As originally presented, it relied on that appraisal and suddenly found out a more recent appraisal was less. It is hard to believe the land really had such a drastic decrease. She asked for an explanation.

Director Ladd said the number in the FIR was prepared two years ago and based on commercial land values at that time. Matt O'Reilly came up with a per square foot value that was used for the valuation. The appraisal is good for two years. When the professional appraiser came, he considered ground contamination and the power line. The \$1.5 million was not based on an actual appraisal. Also, in terms of the concern about public information. All this does is to certify the City supports the project so NMFA knows the commitment is real. And a whole public participation process will include lots of public input. We knew 50 units would be affordable for sure and she is waiting for a formula from NMFA. All of it will have some restrictions.

Councilor Vigil Coppler was intrigued with that change of units and had hoped there might be more. The reason she supports this project is that she has always supported donating city land for affordable housing for nurses, police, fire fighters, etc. She looked forward to having this as something for making headway in Affordable Housing. Some people were shocked that we are donating land. But we need to do it and continue other efforts also. She was grateful Director Ladd was working on it and truly doing what we need to do.

Councilor Lindell asked for submittal and determination dates.

Director Ladd said the application deadline is February 1 and notice of award is usually in May.

Councilor Rivera commented that when Siler Road was still in District 3, he was approached with this concept by Mr. Werwath and it is great. It fits in with Meow Wolf and the other development in the Rufina area. He was glad she was going forward with it again and it probably needs additional funding. Thank you, Director Ladd.

Mayor Webber asked what the vacancy rate is for rentals.

Director Ladd said it is under 3%.

Mayor Webber asked how many units the City is short.

Director Ladd said at least 2,400 are lacking.

Mayor Webber said there is a misconception about who could be a renter in this project. "Do I have to be a bonafide artist?"

Director Ladd explained the restriction is on income, which cannot exceed a certain amount.

Mayor Webber concluded there is no occupation restriction.

Director Ladd agreed. This is to provide economic pathways for people in many occupations.

Mayor Webber said this is our 2019 shot at tax credits and there are no other applicants in the pipeline.

Director Ladd agreed.

Councilor Harris said he has been concerned about it for quite a while. We all are probably familiar with "scope creep" and how it affects projects. It has been increasing over the years for the amount the City is asked to contribute. If we are short 2,400 units, there is no way the City could provide enough money to cover that. We need to look at other tools and other sources. A lot of work has been undertaken and there needs to be more work undertaken. He didn't think the numbers were sustainable and the land has a better use than what is proposed so he would oppose it. We need to solve the bigger problem and not look to the City for this type of money.

Councilor Villarreal appreciated the changes in numbers. We discussed the money for road improvements and clarified it is not coming from the Road Fund.

Director Ladd clarified that the Affordable Housing Act covers the cost of buildings and infrastructure as well as assistance to individuals. She did not identify trust funds specifically in case there are other state funds available.

Councilor Villarreal asked what statewide funds would be considered.

Director Ladd replied that NMFA has a lot of different projects.

Councilor Villarreal thought, although the City is putting in a substantial amount through donations, there have been quite a few private partners. She did not want names but asked if there is a substantial amount.

Mr. Werwath pointed out that they have faced extreme cost increases for developments. The big increase this year is the solar offset and there are \$300,000 in donations and we are going to add \$400,000 and includes that since last year. Materials are getting very expensive and we need to figure out how to pay for it.

Councilor Villarreal mentioned the eligibility factor and asked for an explanation on how that is regulated once the structures are built, to make sure the residents actually fall within that income bracket.

Director Ladd said it is monitored annually by NMFA. The owner and property manager has to be able to audit that and certify eligibility.

Councilor Villarreal said currently, it has a negative value to the City with brown filed there. The third time is a charm and it also requires a hefty application and no guarantee that it will happen. I really would like to see more units, but it is a challenging area. She wished Staff the best of luck.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Consent Agenda Item 10 (cc) as revised.

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

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

Against: Councilor Harris.

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Councilor Romero-Wirth pulled this item. She asked the City Attorney, "If I voted no at the hearing. What are we doing here tonight so I can understand what I should do tonight?"

Ms. McSherry said this is basically on Findings of Fact and Conclusions of Law whether they reflect what happened at the prior meeting. These FF/CLs reflect what the Council took action on. An affirmative vote would support their accuracy.

Councilor Villarreal was not present at that meeting and she asked what to do.

Ms. McSherry said if she felt the FF/CL reflects what is in the minutes, she could vote, or she could abstain.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Rivera, to

approve the Findings of Fact and Conclusions of Law for Case #H-

16-109 as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Abstained: Councilor Harris and Councilor Villarreal.

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Mr. Burnett said he was present for two related reasons. The first is approval of the BAR to move money into repair and maintenance of buildings at the Midtown campus and approval for the existing purchase order from \$50,000 to \$124,000. The reason is that the original PO was issued on an emergency basis at the limit of \$50,000 and to complete the work, this increase is needed.

Councilor Harris asked what kind of understanding we have now on the financial recovery from insurance.

Mr. Burnett said as represented to him by Risk Management, the insurance company typically covers damage that is over \$100,000. In this case, the insurance company has recognized all buildings as one copay of \$100,000.

Councilor Harris asked about the loss from Staff time.

Mr. Burnett said he could not answer that. He listed the companies working on reconstruction and it all should be included in the claim. That was his understanding.

Councilor Harris reported that on Thursday, last week, he was on the site. He walked into Marion Hall and saw the damage is significant and widespread and it seemed like there were a number of causes - roof systems, mechanical failure, etc. He asked if Staff know what happened.

Mr. Burnett said, "Technically, yes. Would you like me to run through that?"

Councilor Harris said it was not necessary. But there was concern about prior work in the mechanical room. In any of the buildings, he asked if there is reason to look at prior work.

Mr. Burnett said the earlier repair was in boiler room with a broken pipe. That incident is separate and not related to this one and did not contribute to these events. Regarding other contractors, he could speak with his Division Director but probably not. B&D has an understanding of it, and he has asked them for a list of necessary improvements to prevent future events of this nature.

Councilor Harris commented that it will be an ongoing discussion and action for the future and the need to look at the other buildings. It is disappointing that it happened in one of the nicest buildings on the campus. It was pretty well trashed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to

approve the Budget Adjustment Request for remediation services

at the Midtown Campus.

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

For: Mayor Webber, Councilor Abeyta, Councilor Harris, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and

Councilor Villarreal

Against: None.

## 12. MATERS FROM THE CITY MANAGER

Mr. Litzenberg had three matters. He announced the Legislative Session starts on Tuesday at noon. Secondly, the Finance Division and Staff have been hard at work on preparation of the mid-year budget report. Thirdly, He thanked the Streets crews for a stunning job on roads and streets from the series of storms, ice, wind, etc. Thanks to all of them for addressing things as they emerged.

#### 13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry recommended three reasons for the executive session which were the Collective Bargaining Agreement, Litigation of the County Santa Clara, and the sale of real property.

#### **EXECUTIVE SESSION:**

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5), (7), and (8):

- i. Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- ii. Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Iii. Discussion of Disposal of Real Property.(Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

**MOTION:** Councilor Rivera moved, seconded by Councilor Vigil Coppler to go into executive session for those reasons.

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

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

Against: None.

The Governing Body went into executive session at approximately 6:07 pm.

The executive session ended at approximately 7:18 p.m.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

This item was considered later in the evening session.

## 15. MATTERS FROM THE CITY CLERK

This item was considered later in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered later in the evening session.

## **EVENING SESSION 7:00 P.M.**

#### A-E. CALL TO ORDER AND ROLL CALL

The regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called back to order for the evening session by Mayor Alan Webber, on Wednesday, January 9, 2019, at approximately 7:20 p.m., in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe.

Present at the meeting were:

#### **Members Present**

Mayor Alan Webber
Councilor Signe I. Lindell, Mayor Pro-Tem
Councilor Roman "Tiger" Abeyta
Councilor Mike Harris
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

#### **Members Excused**

Councilor Peter N. Ives

#### Others Attending

Erik Litzenberg, City Manager Erin McSherry, City Attorney Yolanda Y. Vigil, City Clerk Carl Boaz, Council Stenographer

## **RETURN TO OPEN SESSION**

#### MOTION:

Councilor Rivera moved, seconded by Councilor Lindell that the Governing Body come out of executive session, stating for the record that the discussion in executive session was limited to the matters noted on the agenda.

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

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

Against: None.

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to dismiss in San Francisco v. Whitaker (Erin K. McSherry, City Attorney, <a href="mailto:ekmcsherry@santafenm.gov">ekmcsherry@santafenm.gov</a>, 955-6512)

Ms. McSherry requested the authorization from the Governing Body to join in this amicus brief in support of San Francisco's motion to dismiss in San Francisco v. Whitaker

**MOTION:** Councilor Rivera moved, seconded by Councilor ?? To approve the

request.

**VOTE:** The motion was approved on a roll call vote as follows:

#### 15. MATTERS FROM THE CITY CLERK

This item was considered in the evening session.

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

This item was considered in the evening session.

#### F. PETITIONS FROM THE FLOOR

Mayor Webber allotted two minutes per person.

Patricia E. Werton, 812 Calle Saragoza, said she was here to talk about a really underserved community - specifically, people living with disabling conditions, the homeless, and how the community is aggressive against them. I moved here about a year ago, and quite frankly, I'm afraid to participate. Drivers want you dead. I am not being dramatic. I've actually detailed a long report here of what I mean. And it's not even a welcoming place. If you don't look disabled you are scrutinized even further, in ways that are impossible. But basically, I cannot take a walk in this town without fear. People are sleeping outside, people trying to walk dogs. And drivers don't pay attention.

I'm impressed with Mayor's Webber's letter, but I can't consider this a long-term home because I have to apologize to exist. We should be open to other ways of living. Even legally in a crosswalk, I'm a piece of vermin because drivers' rights are above my own. I submit this report to the Mayor.

Stefanie Beninato suggested a police officer be stationed at Alameda and Don Gaspar to arrest people running the stop sign and send a signal. Her petition was for recreation. She was disappointed that Salvador Perez is closed for mold and no money given to them. We now have two out of three pools closed. The Ft Marcy pool is there is capable of being open. No one worked for three weeks during Christmas, but it is right there and that indicates a lack of quality of life when they are not maintained with regular hours.

Secondly, I can't have trust when you were lied to by LUD in a document September 18, that the City was the adjacent owner to 2008 Don Cubero. I made an IPRA request for the interpretation and asked more than once. There is no such interpretation. So, when we are blatantly lied to and the City Attorney doesn't seem to care that the law is violated.

There were no other petitions from the Floor.

#### G. APPOINTMENTS

## Santa Fe Film and Digital Media Commission

Mayor Webber appointed Mr. Tim Wright to the Santa Fe Film and Digital Media Commission.

MOTION:

Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the appointment of Tim Wright to the Santa Fe Film and Digital Media Commission.

VOTE:

The motion was approved on a voice vote with Mayor Webber and Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil Coppler voting in favor of the motion and none voting against.

## Santa Fe Regional Juvenile Justice Board.

Mayor Webber appointed Emma Jean Abeyta to the Santa Fe Regional Juvenile Justice Board.

MOTION: Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to

approve the appointment of Emma Jean Abeyta to the Santa Fe

Regional Juvenile Justice Board.

**VOTE:** The motion was approved on a voice vote with Mayor Webber and

Councilors Abeyta, Lindell, Rivera, Romero-Wirth, and Vigil

Coppler voting in favor of the motion and none voting against.

## H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Ms. Vigil read the request and noted the location is not within 300 feet of church or school and the item in the packet addresses noise and traffic. The license holder must comply with all city ordinances.

## Public hearing:

Ms. Stefanie Beninato, P. O. Box 1601, was sworn. She said, "I am not opposed to the license and believe Councilor Villarreal told me there was some kind of map where liquor licenses are located. Do you all look at that to see how many are already there? Or do you care? Can we have as many as people want, or can we see that is enough. I understand a lot of people drink responsibly but some don't. So, we have regulations on the southside, and I am not sure why they are not applied city-wide.

There were no other speakers from the public regarding this case and the public hearing was closed.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the restaurant liquor license for La Fogata Grill.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of

Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521

Ms. Vigil described the transfer of license and noted it is within 300 feet of the Church of the Holy Faith, but they already had a license, so a waiver is not required. The Staff report in packet on traffic and she recommended they comply with all ordinances of the City.

## Public Hearing

There were no speakers from the public regarding this case and the public hearing was closed.

MOTION:

Councilor Lindell moved, seconded by Councilor Vigil Coppler to

approve the license transfer for La Posada.

VOTE:

The motion was approved on the following Roll Call vote:

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

Against: None

CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 3) NO. 2019-01. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler) An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals. Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)

Mr. Rich Brown spoke to the proposed ordinance. He said there were many people present who are excited about it. He identified several of them, including the owner of Marty's Meals. It is a woman-owned pet food business with a strong emphasis on triple bottom line. It is projected to grow from \$150,000 in revenue to \$450,000.

The State of Colorado gave interest in supporting the enterprise, but we wanted it to remain here. If the ordinance is approved, it will provide for a participation agreement between the City and Marty's Meals for lease payments for the expansion of new headquarters and manufacturing facility to be located here. And the annual abatement will be accomplished with local jobs. The City is the fiscal agent and it would begin in March with a lead investment of 100,000 but will spend only \$18,750 at first. It is a ten-year agreement providing 11 new jobs of fiscal impact will generate \$7.4 million. This project aligns with our Economic Development Department's goals for consumer package goods. He asked for approval.

## Public Hearing:

The first speaker said Marty's Meals was located in her district. The legislature wants to grow responsible home grown, so I stand in support and ask for your support.

The CEO for Assistance Dogs of the Southwest said Marty's Meals has been a huge supporter of our endeavor. She not only provides a great product but is a generous sponsor of the chile festival and supported clients who don't have capacity to feed a high-quality diet. I strongly support her business. She is an amazing entrepreneurial person and support she gives to our community.

Bonnie McGowan and a customer of Marty's Meals for six and a half years, said she has three Australian shepherds, and one is 15 years old. "I tried every dog food to deal with her digestion and someone suggested raw and was not aware of Sandy working out of her kitchen and a group of us had ordered bulk two months of food at a time to ship to Santa Fe and then had to go to the house, load up our cars and freezers and it was not a fun process. Fortunately for all of us, Sandy opened her retail location. Not only is it more convenient, the quality of the food cannot be compared with any others. All of my dogs are healthy and don't have health issues. I tell people they can save a lot in vet bills. I save about \$150 per month with no huge vet bills. My dogs are healthy and I'm grateful for her and to have this business in our community."

Kimberly Freeman, a veterinarian in Santa Fe, providing western and eastern medicine, said, "From a veterinarian perspective. My coworkers want an option for local sourced, tested nutritional food. I can't emphasize enough that she local sources her meat and vegetables local sourced and hand made. It is not commercial and thanks for hearing this case. She could have traveled to Colorado and not stayed here in Santa Fe because of an opportunity elsewhere but she wants to stay, and we want her here. I do consult with her and she wants that input from customers and community. It is unlike other businesses.

I am another customer of Marty's Meals and for those who have healthy lives from Sandy and Marty's meals. She helps in different situations. As a human, what I eat makes a world of difference. And the same for my dog. It is one of the finest things we have here.

Kathryn Kittymark said she has been feeding her dogs with Marty's Meals since they started and always there is someone there to advise when there is a problem. I've seen skin problems and others healed with Marty's Meals. It is a pleasure to be able to talk about Marty's Meals and to see my dogs healthy and shiny.

Sandy Bossman said, "I am humbled and appreciate the support and the testimonials. Three years ago, when we opened the Boulder store, Mr. Trujillo asked me to see him and he told me about the Needa Grant. We received support from the City and the State and from SBA. We are not here because we have done it alone. We have received incredible support. We had an opportunity in Colorado and the NIDA grant helped us stay here.

We have been able to start people at \$14/hour. I could go on and on. I appreciate your support and thanks to everybody.

Ms. Beninato said, I hear the major support for this business. I don't have a dog and couldn't afford it. I'm glad people can spend that kind of money on their dogs. How long does the business get supported through grants when they are already doing well? Do the grants have a provision for maintaining a business in New Mexico after the grant is issued? That would be a good provision to have so they don't go someplace else.

There were no other speakers from the public regarding this case and the public hearing portion was closed.

a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal and Councilor Romero-Wirth, to approve Ordinance 2019-01 and the participation agreement between the City and Marty's Meals, Inc.

Councilor Lindell thanked everyone who came to the lectern and to Economic Development Staff and Mr. Mitchell from the State. "I went to the grand opening and these are the kinds of projects that are very heartening and for those who want this business to stay in this town but here also, locally sourced food. It is a sizable story and I want to encourage everyone to stop by that business and see how it operates. It is amazing and thankful for staff. They include people I know who have participated in a very meaningful way. I encourage people to go to the store.

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

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

Against: None.

b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the intergovernmental agreement between the New Mexico Economic Development Department and the City of Santa Fe to facilitate the disbursement of funds for Marty's Meals, Inc.

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

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

Against: None.

c) Request for Approval of Budget Amendment.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil

Coppler, to approve the request for the budget amendment.

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

For: Mayor Webber, Councilor Abeyta, Councilor Lindell, Councilor Rivera,

Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Mayor Webber congratulated them.

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yard walls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the

Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney\_sapaez@santafenm.gov, 955-6501)

Ms. Vigil described the appeal for the Council.

Mayor Webber reminded people that this is quasi-judicial process. He briefly addressed the process and asked for any communications to disclose up front as ex parte.

Councilor Vigil Coppler said she received a letter or email and paid no attention to it.

Councilor Lindell said she received an email but did nothing that would lead to any reason to recuse.

Mayor Webber went through the rest of the procedures for the appeal. He gave an option to the Council to either deliberate in public or in executive session and then entertain motions. The first motion would be for status of the structures and the second for demolition of the structures.

Ms. Theresa Gheen presented her staff report. She distributed three exhibits for the record. The fist was the 2014 Findings of Fact and an attorney's memo on the adjacent property for consideration as Exhibit H and Exhibit I and a decision tree as Exhibit J. Copies are labeled Exhibit 4, 5, and 6 for the minutes.

She thanked Mayor Webber for the reminder about the quasi-judicial matters. This means the Councilors are here in a role similar to that of a judge, to apply the evidence of fact to the law and to City Code to reach your conclusion. You should independently weigh the evidence before you and agree or disagree with the Historic Board's decision. Your decision is not to respond to your constituent's concerns but to apply the facts to the Code. So, it is limited, and our consideration should not go beyond the limits of the Code.

Two main claims are made: 1) whether 124 and 126 Camino Santiago meet the definition of contributing status. The HDRB found they did meet that definition and applied the four elements, each of which must be met for the definition of Contributing to be found for both structures, either structure, or neither.

Second, is whether the three noncontributing structures can be allowed to be demolished. There are three factors in the Code in which one or more factors may outweigh the other factors. Not every factor needs to be met for that. It is more discretionary.

That is in the decision tree for your reference.

She referred to page 39 of the Council packet.

Councilor Romero-Wirth asked her to talk about the standard of review.

Ms. Gheen said the appeal is a de novo hearing, so you can weigh the evidence and reach an independent conclusion. Because the appellant has made claims about the procedure, the Governing Body should make an independent decision after considering the evidence.

Councilor Romero-Wirth asked about substantial evidence.

Ms. Gheen said with de novo, the issue is not whether the Board erred on the demolition decision. In the decision you should have substantial evidence to back up your decision that you find persuasive.

Councilor Romero-Wirth said that is with regard to the second issue. She just wanted, before hearing the evidence, to understand the rules of the game.

Ms. McSherry added that there might be other questions that come up and we want to be equitable to them.

Ms. Gheen provided a brief background. She said the structures here were first subsidized housing for Presbyterian ministers, missionaries, pastors and others as far back as 1950. The neighborhood was designed in that piecemeal process and were operated for them until 1988.

In 2015, the next owner, Presbyterian Medical Services sold the development to the appellant - a private company. The Appellant own all 27 structures in the neighborhood.

The final action being appealed is the November 26, 2018 status decision on five structures, one of which is a garage. She pointed them out on the site plan. Two were found to be Contributing and have a unique style of architecture that tells a story of their history with Ghost Ranch and Plaza del Monte and found that 122 and 126 met the definition of contributing with the four elements.

They were 20<sup>th</sup> century architecture that reflect the time and place and particular features that contribute to the district as stated in the memo. They found particular façades as primary.

The most contested questions were question 2 and 3 in the decision tree. Reasonable people can differ. And on the adjacent property was an office building that was Contributing, and the Governing Body found against the HDRB decision in that case.

At issue is whether the three structures that are non-contributing could be found to be an essential part of the street block and whether they could be salvaged and whether it was sufficient that 2 was not met and denied demolition. You can come up with your own decision. At the end of my memo I suggested two motions - one on status and one on demolition.

Director Johnson said there are two important elements for the question of status. The first is of style. That is a key factor in whether it is contributing. As Ms. Gheen referred to, in the previous case in 2014, when proposed for demotion, whether 20<sup>th</sup> Century Modern architecture is Santa Fe style or not. In our code we have documentation of old Santa Fe style and specific elements for recent Santa Fe style: achieves harmony of similarity of materials, proportion, color, and general detail.

Just because a house is of 20<sup>th</sup> century Modern style doesn't mean it does not reflect Santa Fe style. it is an open-ended question that needs to be answered.

Under the demolition standards are three criteria: whether the structure is of historical importance, whether the structure is an essential part of street section or block front, and whether the street section or block front will be reestablished by a new structure, as well as the state of repairs and structural stability of the structure.

Those are the essential criteria and the basis upon which HDRB made its decision. Regarding the essential part of a street section, Camino Santiago is a private street but still is a street section and the H Board found those buildings were essential and without them, that character would be lost. They are part of an essential part of the urban design of the City scape.

She found a significant quote in *Civil Engineering & Environmental Technology Journal* which she quoted from. To help with the decision, are these structures part of a unique street section and if yes, would the uniqueness be lost with demolition?

## Statement of Appellant.

Mr. Karl Sommer was sworn and said they would try to keep their presentation within for 15 minutes but asked for discretion. He said, "I'm here on behalf of Plaza Del Monte, with Jim Long, from Heritage Hotels; Larry Luján and Wayne Lloyd the consulting architect. Mr. David Rasch is going to say a few words and I will speak at the end.

We are here to ask you to weigh in on a de novo basis for demolition of these five structures.

Mr. Wayne Lloyd was sworn and said he would try to cover things quickly. "I usually meet with City staff on any project to find out what issues are there so I can properly notify my client about the hurdles to overcome. I met with David Rasch in August or September 2017. At that time, the Ghost Ranch Administration building had

been demolished and that was built in 1963 or 1964. We looked at all the 26 structures and the one that was contributing, and it was not any of the five we asked to demolish. Based on the Ghost Ranch not being important in terms of Mid-20<sup>th</sup> Century Modern architecture and other rationale, David told us we needed to do a little more research. But that research consisted of whether the five buildings had been altered since they were on the cusp of fifty years. At least two of them were altered. We needed as much research as we could find. We went through that process and photographed the numerous changes to those units and photographs were included in our application that was submitted in October 2017. The first of four hearings was in November 2017. I go into the process because I've being doing this for a while and prevented appeals in most of those prior projects. This is my third appeal. We presented the information and City Staff wrote recommendations that the five were not contributing. One was but it was a distance from these five units and the Staff recommended approval of our demolition request.

The Board decided in that first meeting that rather than address these five buildings, they wanted an independent study done on all of the 26 units there, even though he was not requesting demolition for all of them. That took some time to find a qualified consultant approved by City and State and hired John Murphy. At great expense, there is a 230-page report on every unit in the complex. Mr. Murphy felt there were five contributing units instead of one and were scattered throughout the complex. None of those five were any of the five we requested for demolition and he said none of the rest were contributing. Clearly, two were non-historic, since they were less than 50 years old. The other two were on the cusp. We had records that they were under construction in 1968. Approximately 50 years old. There was lots of discussion about how close to 50 years they should be. The same architect doing the Ghost Ranch building did these units in Mid-century architecture and deemed, in that case, to not be important.

Mr. Murphy's report took time not only to find the correct person, John Murphy, but also for him to do this work and the HCPI reports for each unit, at great expense to the owners. After he finished, we got back on the agenda in April 2018. At that April meeting, which took quite some time, the Board after lots of discussion, decided 122 and 126 were contributing. The garage, 125, and 126 were not contributing. In May, the Board requested a special meeting. At that April meeting, there was a first ever executive session done, that in all of my presentations to the Historic Board were never in executive session Neither the staff or public were allowed to hear what was said and after that, we were denied. In the April meeting, we had three as non-contributing and two as contributing.

In May, the Board rescinded their earlier decisions. Then on June 26, 2018 we were back before the Board. Keep in mind, the Board looks for expertise. We had the expertise of David Rasch, City Staff. And then the Board asked us to hire an independent expert. Staff said they are not contributing, and the report says they are not contributing. And with my years of experience, I say they are not contributing. No

other evidence to the contrary was in any of the reports In the June 26 final meeting, while they listed two units noncontributing and the others contributing, they disallowed any demolition of any of the five units. I'll close by saying I think the City of Santa Fe has an excellent preservation ordinance. I think in this case; the preservation ordinance was not used to preserve but to limit growth in this area. And when used incorrectly it makes the ordinance meaningless.

Mr. David Rasch was sworn. He said, "I was very proud to be your historic preservation officer for 15 years. I loved my time here and learned so much while here. I became an expert on Santa Fe style and found my experience here to be life changing. During those 15 years I can't imagine how many cases I had heard. I'm the first one to say how important historic preservation is to this town. It is so important that National Geographic Magazine gave Santa Fe the world recognition as the best sense of place. I'm now the Spanish Market Director but still an expert on Santa Fe style.

It was clear to me that the 50-year rule - the approximately 50-year rule - is ambiguous. And in thinking of historic structures, we don't think about Mid-century as the best architecture. The ordinance preserves the best of each decade. I'm not sure these are the best in town to preserve. I thought on contributing status was appropriate and other structures in the compound do deserve. The State architect did not believe. On page 8 or 14 - that legal minds could differ, she said what the Chair of H Board said, and he quoted it. So, I'm here tonight to say take Historic Preservation seriously - a contributing status means you cannot alter the building. These five do not rise to that level and we ask you to grant the appeal.

Mr. Jim Long - a native New Mexican, as is Mr. Luján. I am the founder of Heritage Hotels and we preserve properties. We employ over 3,000 New Mexicans and create E. D. opportunity and add to the tax base.

We also have a long history of investing in communities and make the assets special in how we approach those projects. Plaza del Monte was part of residential development of Ghost Ranch property. There were two parcels and we acquired one in 2013 and the other was by El Castillo Retirement Center. Their plans are in place and we are trying to get ours in place.

The HDRB denied El Castillo and their appeal was overturned by the Council. At the time, those properties designed by the same architect, only earlier. El Castillo is now investing tens of millions in their property. So, it is good economic development for the city and means more jobs.

Both of the properties suffered from extreme neglect. When we acquired them, they were not in good condition and functionally obsolete. We've continued to maintain and improve them. There are 27 structures and we want to remove five and still maintain a very unique community that has been there for a long time with positive improvements. The great concern we have is that the H Board set forth requirements

that we followed as we were asked to do. We hired an esteemed architect in Wayne Lloyd who has been before HDRB 90 times and demonstrated his expertise many times and of David Rasch who has served for 15 years and both presented strong argument that these five are not contributing. We had to evaluate all 27 which was beyond the process, but we faithfully did that and the HDRB refused to accept the Staff or consultant's recommendation. They ignored the factual evidence presented in those public hearings.

The other thing is mid-century architecture. It has not been adopted in the code, so it is not applicable. The comments about streetscape don't apply to private street and private street development. So, they are misstated and manufactured evidence.

These structures are noncontributing.

Mayor Webber said he could question staff if he wished.

Mr. Sommer said he had no questions for staff.

## Public Comment:

Nancy Armbruster was sworn, and said she is 85 years old; lived here 50 years and the last ten in Plaza del Monte- I'm here for how these threatened aimed for destruction be considered noncontributing. two years ago, seniors were living in them and had to move out in May and find new homes. The rest of us wonder what will happen if they are allowed to be demolished as homes of our friends are destroyed - As a voice for my community to clarify three points as you make an informed decision - 1 - the Board has already spent extensive time reviewing the major arguments by the developer. The status reflects the Board's highly detailed attention to each piece of information as well as attention to the public comments offered at that time. These decisions reflect the history of an important part of Santa Fe development and the integrity of historical Santa Fe.

Point 2: Santa Fe lacks affordable housing and seniors lived in Plaza del Monte with affordable rent and nowt the developer wants to demolish. What would replace the buildings the developer wants to demolish? I can't help but think it would be much higher cost and could be sold to richer people. What would happen to those living there?

Plaza del Monte was a senior living facility and dismantling began with the purchase of the present owner and some leases were not renewed. Some residents had to leave, and others left out of fear the rest would be demolished Some still live there most are in their 80's or 90's. Should we threaten those seniors by beginning the demolition?

The Presbyterian Church, which has been here since early 19<sup>th</sup> century established it as retirement place for ministers, and other religious leaders who helped serve NM. It knew many of them. When the wind blows the trees and flowers they planted., I hear their words to put it to its former good use. It is still holy ground. I thank my daughter Ellen Armbruster who grew up here to understand this delicate situation. Thank you for your attention.

**Mr. Randy Burlingham** - 2541 Camino Alfredo, was sworn. He said, "I'd like this Governing Board to put people before property in this case. Any demolition will affect the quality of life for these residents. My mother is a long-term resident. The history should be respected at all costs. The residents who live there should have their quality of life there. I don't want to see one hammer hit a wall there.

**Ms. Stefanie Beninato** was sworn and said, "As a person who attended those meetings and as a qualified historian. I have a lot of concerns how this was presented to you, including David Rasch and Jim Long. You were told that as contributing, no changes could be made to the building. That is not true. With exceptions, the primary façades can have things done to them. It is also irrelevant how many jobs are presented. This is about design and whether the Board applied the criteria properly to the status. If the Heritage Hotels followed all ordinances, they wouldn't have sandwich signs on the sidewalk which they have done all the time at Hotel St. Francis and the one on Washington Street.

It would be a mistake for you to go to executive closed session. It was highly unusual that HDRB did so. These are the experts you appointed to make these decisions Staff are only supposed to do technical review and not recommending anything. If you read case law, case after case says it is the Board's expertise not staff's or consultants. The Board found Mr. Murphy's evaluation to be generic.

I heard those comments why the Board dismissed that report.

As for mid-century, Ms. Rios has a great bias against anything from the 1950's. That doesn't mean they are not worthy of preservation. Whether we like that style or not, these were built during that time when the historic ordinance was in effect and considered harmonious and compatible with the style. If we want to wipe out a whole era, that is a mistake on our part and if only the best example, we would only have a few examples of each. It is whether they contribute to the streetscape, of age and certain elements of style.

**Ms.** Evelyn Pryor was sworn and had comments of the developers. The five structures are ten homes and one garage. And regarding why HDRB asked for a survey of all the properties - from my listening, of the sessions, they got it that this was a community in toto- not just structures unrelated to each other. So, I didn't think it was extreme to ask for the HCPI. I ask you to uphold the HDRB decision the developer asks you to overturn. You could ask any residents who live next to impending demolition and

they worry about being next as their community ids destroyed. I lived there and was displaced from 125 Camino Santiago unit 4. The structure was sound and built in a very functional way. There is probably less maintenance now. It was managed by PMS until they sold it to Plaza del Monte LLC. I thought it was in 2015. I lived there 11 years when I had to pack up and leave my friends and understand they have been vacant since then. That puzzles me in a city that cries for rentals, it was a rental community for moderate income seniors, and they are vulnerable who continue to live there. Please think about hat with your decision and encourage you as you decide, to think about the resolution passed by council in July 2015 - to guide council decisions re housing. 5 pillars to guide council are affordability, quality, sustainability and health, equity, stability and fairness, and community control. Thanks.

Mr. John Eddy was sworn. He said, "I followed this request at HDRB. What you are not seeing, and I know you cannot base your decision on emotion. All of the hearings filled the gallery with people who testified to this community. You have just a shadow of that tonight. I'm here to follow up for them. As represented to you, midcentury modern is invalid and not something to think about it. It is on the cusp and they are becoming 50 years old. They were designed by Phillippe Register, an esteemed architect in Santa Fe. It was a holistic community as was testified to. I take issue with and would like you to discuss is the idea of streetscape. It has been represented to you that is not public roads. I'd like to see you clarify that for the purpose of this case. When it comes to demolition in a community as holistic as Plaza del Monte. When you do that, it erases streetscape and when you erase that character, you need to be aware of what replaces it. And the HDRB considers that. There has never been a development plan on this property for what will replace it if they are demolished. That will have an impact on any remaining residents if they are allowed to stay. Please consider those carefully.

There were no speakers from the public regarding this case and the public hearing was closed.

Mr. Sommer asked to be given his five minutes as a closing statement that might spark a question. If that is appropriate. We would just like to rebut, if that is okay.

Mayor Webber stuck with questions from councilors.

Councilor Vigil Coppler had no questions at the moment.

Councilor Abeyta asked regarding the regulation of the 50-year rule, what year that was adopted.

Councilor Romero-Wirth responded that it has been in the ordinance since its inception approximately 1956.

Mr. Rasch said it was in 1957.

Mr. Sommer disagreed. The 50-year rule was part of the Preservation Ordinance which was adopted in the 1990s.

Councilor Rivera asked Ms. Gheen about a statement in her memo on page 2 at the top where it said the Board has not yet considered the demolition of 124 and 126 Camino Santiago.

Ms. Gheen said the appeal is of the status action and demolition and does not have a decision on contributing structures. When they were designated contributing, the Board determined an exception was required for demolition and an exception to the Code. That requires a separate application. So, the demolition was not before the Board. So, because of that, there is nothing to appeal on those two structures.

Councilor Rivera asked in what year Ghost Ranch allowed to be demolished.

Ms. Gheen said it was in January 2013. It is in Exhibits H and I. FF/CL was 2014.

Mr. Sommer added that the big building was built in 63.

Ms. McSherry asked that question be directed to the Board Chair, Mayor Webber.

Ms. Gheen responded with a range of dates. The latest for the buildings was 49 years old.

Councilor Villarreal thanked the people who came this time. The packet is a little unfair because we are not experts in historic preservation but must decide. Personally, this is hard because I don't get to vote on the human elements and disheartening to hear how little control these residents have in this private property Can you remind me Ms. Gheen about what changed from April to June that shifted the designation for the two structures. There was a photo? If you had to define the breaking to contributing other than photos of the property and all board members were there?

Ms. Gheen agreed - all 7 members were present in April. The decision was 4-3 on one and required the chair to vote on that tie. And for 126, there was a February 1968 DOT photo but was not available for the June hearing. There was a lot of discussion about the age of the buildings and the majority of Board members with 5 present. She felt that was important. And a different composition. That was a consideration. I also think the Board at that time, had a lot of information in front of them. Some of it was conflicting and the record demonstrates the difficulty in making that decision. I can't read minds. That is the best I can do.

Councilor Villarreal said it is not a factor in our decision. But the code requirements makes it unfair. It is hard to determine contributing or noncontributing and

for demolition, I have no idea what the developer has planned for the future on this property. I would like to know the plans for this area.

Mr. Long said it is zoned R-17 which means we could build 105 units at maximum, but we are not trying to do that. We want to keep 22 dwelling units in place. How we utilize the site will be best determined by our planners and architect, but objective is to make it best for the community. Our long-term ownership is to have a quality environment for residents, and it is not profitability but preservation and quality.

Councilor Villarreal said it is hard to hear that some think it would be short-term rental I'm frustrated that it affects our decision on demolition and for people who want to stay there, and we cannot control affordability in that area. I'll yield for now I would like to know what the Staff's idea of streetscape is. It depends on who you talk with about it. What does it mean and the difference between private and public?

Councilor Romero-Wirth said the code is not helpful. It makes reference to both public and private and the definition of ROW incudes the term. What we traditionally think of is dedicated to the City but also talks about private use of ROW, primarily about utilities.

In the same definition, having not been involved at all, I don't second guess staff decisions and history of those interpretations, what was referenced in the attorney memo is what applies in certain conditions. A 300' radius was used in this case.

Ms. McSherry recommended looking at the factors and the term "streetscape" does not appear in the Code.

Mayor Webber asked if the Attorney was referencing street section or block front. Ms. McSherry said she was certain

Councilor Lindell shared the same frustrations and went back to what we said earlier about putting sizable amounts of money to get sixty apartments and we are talking about demolishing of 122 and 125 which is what? On page 40 of our packet.

On page 39, it shows that 125 had 4 units.

Councilor Lindell was grateful for the information. So, it is five.

In issue 2 re demolition, we are looking at a standard and four factors which don't all have to be met. Councilor Villarreal focused on whether a unique street section or block front will be reestablished. And we don't know. It could be a vacant lot for a long time or a parking lot I read through some of the minutes and the H Board was troubled by that also. Serving on H Board is very hard duty and those volunteers give a lot of time as evidenced by this packet which is almost a thousand pages. And the number of meetings this was discussed at. And the executive session which I understand is within

the Board's purview to do that.

The Board worked very, very hard on this and it certainly was not a quick decision on their part. I'll yield the floor on that. When I think of what we have gone through in the past couple of years for demolishing five and the hope was to demolish ten.

Councilor Harris thanked Ms. Gheen for Exhibit H. On the Findings of Fact for the appeal for Ghost Ranch property, under FF #11 - to reestablish the character with similar materials. Either to Ms. Gheen or Ms. McSherry, he asked if this type of decision does establish precedent for an adjoining property constructed in the same time period – the early sixties. The Governing Body used a Finding of Fact for that. Does that have precedent for what we are doing tonight? There are some binding and some non-binding. If you differ from the decision, it would be helpful to say what factors were involved. It would help if these Findings were different from the prior Findings. But you are not bound by a previous interpretation of the Code and that would be helpful to document. There are differences in the two cases, and we can document that. There are more similarities than differences, but that decision is not binding on us. So, it is a factor but not an element.

Ms. McSherry was not sure she would use the same terminology but agreed.

Councilor Harris noted that part of what was considered before was mid-century and is not found specifically in our code but on page 7 of the packet, it talks about intent of contributing status. When it talks about mid-century, it is not specific, and each example is a record of its time and place and Mr. Rasch spoke to that as well. They felt, going back to Findings, the things mentioned on character of mid-century elements in the style. It didn't seem to carry much weight in the prior case. So, I am thinking about place, time and use. A suggestion by the appellant, not an outright accusation, that perhaps the length of time could be seen by some as getting to the 50-year mark and I don't know if that is part of it. In those terms. A significant request was agreed to by the applicant to evaluate the whole property and they did that with identification of five contributing properties that were none of these.

Accepting that the Board acted appropriately to take it as a piece to determine what is important and what is not; that was done but not entirely accepted to the Board. I'm giving a fair amount to the applicant. We talked about expertise and John Murphy is certified as an expert and I give a fair amount of weight to that. That speaks to the contributing question.

On the second question, and I heard Councilor Villarreal and Councilor Lindell say we should know about what will happen there if they are demolished. Economic value will be created I wouldn't see it left idle. I don't think, with the price they paid, that it will be open space. So, something will be built that is consistent with our land use code and appropriate for this district. I assume they will build something that will be

consistent in the approval process. From reading the El Castillo project, there was a height exception requested and it eventually delivered an acceptable project. Those are my initial thoughts. That is where I start.

Councilor Romero-Wirth did not know where to start. She asked either Director Johnson or Ms. Gheen to define Mid-century modern design. Her sense was that we have not defined it and just now getting to a need to preserve it.

Director Johnson said that is correct. Many other communities - primarily those that saw more growth in the sixties - have seen the importance of those buildings and conducted their own surveys to determine the architectural characteristics and what is worthy of preservation. Phoenix and Austin have conducted those surveys. We have not yet done that and is part of our problem.

Ms. McSherry asked to swear Director Johnson for her testimony because of other communities being brought up.

Director Johnson was sworn and said 80% of this property will be kept as is. So, the majority of units will be kept - those were the words spoken. So, if we were not to have those five structures. But only talking tonight to decide if 124 and 126 are contributing. If we changed that status, and then, to issue two. the noncontributing to be demolished. If they were demolished, they still had the remainder of the community kept. Are there examples of mid-century modern in the rest of the neighborhood?

Only five units were considered contributing, but they are not any of these. They were recommended but there was no formal action by HDRB to designate them.

Councilor Romero-Wirth wanted to be clear on the public testimony that we are not using "contributing" as seniors contributing. She re-read the four elements for how we are talking about contributing. And, to Councilor Villarreal's point about not being experts, we are asked to reevaluate whether 124 and 126 meet all of these elements. We are not experts, but we have staff testimony that they are not contributing, and they voted 3-2 in final to designate them contributing. I guess that means looking at the picture.

Director Johnson said it is the totality of evidence to guide your decision

Councilor Romero-Wirth said it would be based on staff's recommendation or HDRB's recommendation, so we could go either way. We could say the staff is correct and want to make them noncontributing.

Ms. McSherry said the Governing Body can rely on all the evidence.

Ms. Gheen added that the Governing Body could also choose to not rely on either of them in making their decision

Ms. McSherry said the evidence you have includes the HCPI, the Staff report, Findings of Fact, photographs and the testimony today. Those factors are the only elements you can rely on.

Councilor Romero-Wirth asked if the standard for demolishing is that standard because those structures are noncontributing or contributing. So, because they are non-contributing, they can be demolished and don't have to meet all four elements.

Director Johnson agreed. They are the factors for consideration. If they are contributing, an exception request must be dealt with.

Councilor Romero-Wirth understood that 122 and 125 and garage were noncontributing and 122 was where the H Board put their determination. She asked if someone could help her with their thinking when not knowing what would reestablish or if it was because it is street section or block front.

Ms. Gheen replied that on page 9, she tried to encapsulate that regarding demolition. The bulk of the hearing on June 26 focused mostly on status. From that, she gathered several points. That it was part of an essential street section was Finding #12. From the motion, the resolution of design exemplified by these structures and unique street section. And because it was found to be part of an essential street section, then the Board wanted to see if it was going to be re-established and because the Board found no information on how to be re-established, it was the primary factor in denial of demolition. So, you might wish to follow that same path - Is it an essential street section of block front and will it be re-established?

Councilor Romero-Wirth asked for any evidence we have for condition of these buildings.

Ms. Gheen said nothing in the record indicates it was not structurally sound - but they do not meet current code.

Director Johnson agreed they don't meet current code.

Councilor Romero-Wirth said we don't know if it has historic significance because that was not determined in mid-century modern style.

Ms. Gheen said they didn't find it of historic significance and not in need of repair. Finding #11 says neither historic importance and not in need of repair. So that did not factor into their decision - #2 was overshadowing the decision.

Councilor Romero-Wirth said okay. So, they decided it was an essential part of street section or block front. So, this street is separate from the area.

Ms. Gheen noted that discussion was rather brief.

Councilor Romero-Wirth asked then how we can know this street is different than the rest of the property.

Ms. Gheen did not answer.

Director Johnson said what she found is that it is a cul-de-sac. The majority runs east-west and it makes an L, and these are at the end of the cul-de-sac, essentially. So, it could be considered unique but also a lesser element of that development.

Councilor Romero-Wirth asked for the definition of street section and block front.

Director Johnson said there was no definition of that.

Councilor Romero-Wirth asked, if we deny that, could they come back with what re-establishes it to maintain this unique street section?

Ms. Gheen thought that could be a new element and would first be decided by the Board by reopening the application.

Director Johnson agreed.

Mayor Webber asked Ms. Gheen if it is about five demolition permits.

Ms. Gheen agreed. That is what the appellants requested in their appeal but there are really only two final actions being appealed – the status of two units and three denials of demolition.

Mayor Webber recalled a point raised by public testimony - that the resident's bill of rights be considered. We have a resident's bill of rights and on the other hand are the factors for demolition. Does the resident's bill of rights apply?

Ms. Gheen clarified that it is an appeal of the HDRB, who can only consider what they are given authority to consider. So, it is limited in scope to those factors and elements.

Mayor Webber reasoned that we are not applying certain parts of our responsibility but acting as a quasi-judicial body on a narrow list of factors on appeal

Ms. Gheen agreed.

Mayor Webber asked the best example is not a factor to consider.

Ms. Gheen asked if he meant for status or demolition.

Mayor Webber said he was applying it broadly

Ms. Gheen said best example is not in the code. So, it doesn't need to be the best example.

Mayor Webber understood we are not cherry picking what would apply from the code. Does the section of street section or block front apply to private roads?

Ms. Gheen didn't believe that was defined in the code. There is ambiguity on that. That was factor #2 in demolition street section or block front - block front is not defined and can be interpreted.

Mayor Webber asked for an example.

Director Johnson said that is broadly speaking of urban design. We have had difficulty with definition of streetscape and that gives us more guidance. Those design elements provide the best guidance.

Mayor Webber asked of Mr. Lloyd about issue #1 on contributing status. Would you agree they are approximately 50 years old?

Mr. Lloyd agreed.

Mayor Webber asked if they fit the character of this district.

Mr. Lloyd said that is not defined.

Mayor Webber asked if a definition of midcentury modern is part of the vocabulary of American architecture.

Mr. Lloyd said that is difficult to answer. The historic ordinance defined those two criteria, and these don't fit that.

Mayor Webber asked if he agreed agree it was not part of American architecture.

Mr. Lloyd said it was part.

Mayor Webber asked, if it is midcentury in America, why wouldn't it also in Santa Fe.

Mr. Sommer clarified that the ordinance is very specific to Downtown and Eastside Historic District. It says Territorial or Spanish Pueblo Revival - for old Santa Fe and recent Santa Fe styles. We could change the ordinance, but it is why this district is particularly important. That is what this preservation ordinance is about. Mid-century

does not make this district important. It is not important to this district or contribute to what makes this district important. The buildings by John Gaw Meem who tried to establish and reestablish Spanish Pueblo are what is important.

Ms. Johnson said Section 14-5.2C 11 a - states each structure be recognized as of place and time. In other words, we are trying to have a preservation process that recognizes evolution and deserves to be preserved.

Mr. Sommer begged to differ because this ordinance is what makes this district important and mid -century was never part of it. What you read was from a staff memo in the other case. That was taken from the definition of the preservation ordinance. It is not a standard. Preservation is important and should not be denigrated just because a building is 50 years old.

Mayor Webber agreed, but we are not closing the door on other architecture being significant.

Councilor Romero-Wirth asked to hear from our attorney.

Mayor Webber asked Ms. Gheen if that is not covered by our criteria.

Ms. Gheen said the Board did find that 124 and 126 reflect a simple Spanish pueblo style. So, following what Mr. Sommer said, the Board did find the building conformed to the character of the district.

Mayor Webber so our answer is that I'm arguing on the wrong basis. So, are we locked in time to only two styles worthy of preservation or with 50-year following period how Santa Fe adapts to change over time?

Director Johnson noted that at the introduction of design standards - that a style of architecture has evolved since 1600s. And it says recent style differs with different materials and decorations and it goes on to say that it reflects the old Santa Fe style. And these style requirements are fairly broad so you could see how other styles could conform to Santa Fe style. There are many variations in recent Santa Fe style that are not enumerated.

Mayor Webber to Mr. Lloyd - we disagree perhaps on whether it maintains the character of the district. Has integrity remained with minor alterations? Does it meet that test?

Mr. Lloyd said it does not. There have been changes to those buildings. The staff agreed with that and the independent consultant agreed with that. So at least three experts are stating that is not the case.

Mayor Webber asked Director Johnson about integrity. Have they been altered

enough to not be contributing?

Director Johnson said that is very subjective and she did not review the HCPI on them.

Mayor Webber said we have not gone on a field trip but in previous appeals said there were dramatic alterations. Has that level of alteration been done to these two buildings?

Mr. Lloyd said he could not compare the two.

Ms. Gheen said she did not have the insight on the previous alteration but HCPI for 124 is on page 99 – "date unknown - replaced windows and doors." And for 126 on page 119 - states "modifications on date unknown. Replace sliding glass doors." The Board found replacing windows and doors was not enough.

Councilor Vigil Coppler, out of curiosity, said "I used to live on Old Taos Highway. I wondered, if we are talking about Camino Santiago, Old Taos Highway or Paseo de Peralta (as the streetscape). I was in there and saw that at one time they had an ugly yellow gate. Do they have ability to get onto Old Taos Highway?"

Mr. Lloyd said there are gates at each end. So, it is private. They are rusted metal.

Councilor Vigil Coppler knew those gates were there for many years. Blocking access to Old Taos Highway. "I wouldn't want them preserved at all. I always saw these buildings and were not particularly lovely. If we could have something more presentable and more Santa Fe-ish - I'm for that. I like the city to look lovely, and to me, this does not look lovely. As you drive through that street, it is a very quaint neighborhood and I am glad to see the developer wants to keep them now and in the future. To me, these structures don't add value. I don't think it is fair and think Councilor Harris alluded to it. I think it is important to start from when the appeal was started. 49 years is close to 50 years but to me the factor is 50 years, not less. I saw the pictures from DOT and don't see these structures existing at that time of that picture."

She said, "I looked at all of that. From the time of this appeal that these are less than 50 years old. I don't think these structures maintain the character of the historic district - not only my preference from Old Taos Highway but also at the hearing on March 27, 2013 - the Governing Body determined they were not significant and give credence to the very renowned person we used to employ. We've had to ask David permission for things - sometimes I wish they got rid of you but now I'm glad the city didn't. I value your opinion and it carries a lot of weight. As I read through things from the past, I'm always suspicious when a Board says they like it and then not. I wonder about that.

Back in 2013, the Governing Body decided on many items that we are considering tonight. With the testimony tonight, I have not heard anything that supports the HDRB decision. The streetscape is that some things are beautiful to some and not to others. I don't see the value in preserving this.

Mr. Sommer said, I know we are all tired. I just wanted to let you know I have some points to make.

Mayor Webber agreed. We have not forgotten.

Councilor Abeyta commented, "My feeling is, in looking at Downtown and Eastside standards, that if we continue to allow this rolling 50-year standard that everything will eventually be contributing and not allow any development in downtown. That is my train of thought."

Mayor Webber said we do have to give Mr. Sommer his closing statement and then discuss and make a decision. Are there specific questions?

Councilor Harris went back to his initial line of questioning. The Ghost Ranch property - 401 Old Taos Highway - I look at the packet and we have on page 40 the aerial photograph of the property and the lower left-hand corner is 401 Old Taos Highway. Has all of that property been demolished?

Mr. Lloyd said it has.

Councilor Harris observed the closest property is the big garage. I appreciate more the standards of the district for those particular styles. Mid-century it is not but has to do with time and place. All the buildings that preceded the other buildings and these that we are talking about were perhaps among the last ones to be developed. So, no matter how we feel about mid-century that the whole sense of time and place - for Ghost Ranch - all went away and that takes away a lot of the reason for being of these buildings.

Mayor Webber to Director Johnson said there are a variety of categories on what a historic district is and a historic compound. What is a historic compound? Have we lost the anchor element?

Director Johnson read the definition which included being listed on the historic compound register. This property is not listed on the historic compound register.

Mayor Webber understood we have the category but have not designated this one as a compound.

There were no more questions at 10:35.

Mr. Sommer gave his closing statement. He guoted from the definition that at least 50% must be contributing and this has not met that standard. Regarding procedure, specifically address why it is messy and bring clarity - our application was to demolish five buildings. That was denied or not approved. That is de novo. Whether there are some that are contributing - that is your jurisdiction. It was filed in October 2017 and decided in 2018. The Board must decide in 65 days per code, but they didn't decide. The Board required the survey, but the Board ignored the survey. In April, they made a decision that 124 could be demolished, and the garage could be demolished and 126 the chairman called for a new decision and they went into executive session. What does that tell the applicant and the public? They were not going to tell us what their decision is based on. When they came back, they rescinded their decision. So, we went to the First Presbyterian Church and went through all of their boxes and to the Menaul Library in Albuquerque and brought it all back. And the Board then decided that 124 was contributing and 125 was not. Arbitrary decision. Mr. Powell said he drove out there with my friend and my friend thought it was important and that was important in the decision - it was handled sloppily. If they had followed the ordinance, it would be a lot clearer - How is it unraveled - Look at the basis of their decision one criterion that the midcentury contributed to the downtown district. But that is wrong. It is not part of his ordinance. A geodesic design will be considered important. And that will gut our ordinance. That is not the way it should be applied in this case. The ordinance is about old Santa Fe Style and recent Santa Fe style and there is a reason for that. From John Gaw Meem - all of it depends on Spanish Pueblo Revival - old and recent. It is clear these buildings don't comply. The demolition side is even easier - this is not in preservation ordinance but demolishing any building in historic district 3 criteria significance of architecture - these are not historically significant. Net a report on structural stability. Is it falling down? Does it meet code? They don't meet code and are in disrepair. These are the only criteria that are important. Whether the structure is essential part of a unique street section it has to be a public ordinance a street is a ROW dedicated to public use to adjoining properties and any public thoroughfare and approach that extends to property line. This is not a street under the ordinance. Does it meet a block section? What they said and what the Board found that the carports that do not face a street - they are not part of a street by any imagination. It is not even a block - a section of street confined. None of it meets the definition. But they said it is and you cannot take them down. It is one building - not a block. The same is true with the other ones. They mystified the standard. Is it a unique street section - no. And not a unique block and the Board found the other two don't matter. This has been two years and put through the wringer and trying to find out why it is not possible. It doesn't meet the ordinance and if you find it does, it does violence to that ordinance. Our ordinance is unique. The standards have not been met. Councilor Harris said it right, we will come in with an application that complies and that is what they are getting next door. Why? They came back later after demolition. Thank you.

Mayor Webber noted that a closed session has been said is less than noble. We are not required to do it and can discuss it in public. We should do motions on item one and then item two.

Councilor Abeyta concluded that your "50 Year Crawl" would soon prevent affordable housing development in downtown. I don't think so. Affordable Housing is spread all over the city. I don't think mid-century modern is what was intended. It is not Santa Fe Style.

Council Action on Issue One: Contributing Status

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and designate 124 and 126 as non-contributing, because they do not exhibit sufficient historic integrity to establish and maintain the character of the H District.

#### Discussion on the Motion:

Councilor Rivera said we are being asked to decide something in four hours where the HDRB has had more than a year on it and done a walk-through of the area. They clearly struggled with the issue. That is why we have the HDRB to do the tough work, so we hopefully don't have to make a decision in 4 hours. We turned over other decisions they made. Why do we have a HDRB if we don't allow them to make the decisions and everything come to us? I trust they did their homework and made the tough decision. I trust they did it properly and made each right decision and I voted against the Old Taos Highway decision.

Mayor Webber asked if he was suggesting we need more time to mull it over.

Councilor Abeyta said he made a motion and it has been seconded.

Mayor Webber agreed that it obviously is not an easy thing to do. We argued about whether mid-century is irrelevant. There were emotional issues of community and family. We heard aesthetic testimony and we are hard pressed to do well.

Councilor Harris acknowledged whether it is HDRB or Planning Commission, a lot of work goes into it and understood when you do it. There are decisions made that are appealed and we lived with it as Planning Commissioners and here, we as Councilors live with it. They were well meaning but just got it wrong. I'll support the motion and people probably understand why. The arguments made by the Appellant are persuasive. The main element was demolished, and the language of street section is important language. It is an engineering term. My reasons for supporting this motion are those.

Councilor Romero-Wirth said she could ask questions of our understanding on contributing. We heard that because our ordinance doesn't specifically mention midcentury that it isn't included but Director Johnson said it could be included.

Mayor Webber said there is disagreement and that the prior decision was precedent setting. It is a muddy issue because of that executive session and a messy procedure, and it is a damned hard case.

**VOTE:** The motion failed on the following roll call vote:

For: Councilor Abeyta, Councilor Vigil Coppler, Councilor Harris.

Against: Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth,

Councilor Villarreal, and Mayor Webber.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to deny the appeal and affirm the Board's status decision and independently designate Unit 124 and 126 Camino Santiago as Contributing as well as adopt the Board's designation of the respective primary façades and direct Staff to draft Findings of Fact and Conclusions of Law to reflect its decision.

**VOTE:** The motion was approved on the following roll call vote:

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

Villarreal, and Mayor Webber.

Against: Councilor Abeyta, Councilor Vigil Coppler and Councilor Harris.

Council Action regarding Issue 2, dealing with demolition:

Mayor Webber gave the options of different ways to take the structures under consideration. We could grant the appeal and approve the demolition of all three structures, we can grant in part or deny part and allow the remaining structures or deny the appeal and affirm the Board's decision that demolition is not allowed.

**MOTION:** Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal and approve the demolition of all three structures because this does not constitute an essential part of a unique street section, as defined by our Code or a block front.

#### Discussion on the Motion:

Mayor Webber said the question of what constitutes a block front is troubling. Councilor Harris helped a little as an engineering term. How does block front apply? Is it what you see as you walk by? Are we trying to retain a similar appearance? From the

prior vote was the question not answered tonight about what would be proposed to establish it again?

Councilor Harris said we did not address the block front issue. We heard a 300' radius for streetscape. The Board gave factor #2 great weight, but they were not being fair. Frankly, something will go back in that space like in the Ghost Ranch case. An applicant brought that forward, and it did comply. Whatever happens here will be in compliance. That is my opinion.

**VOTE:** The motion was not approved on the following roll call vote:

**For:** Councilor Harris, Councilor Abeyta, Councilor Lindell, and Councilor Vigil Coppler.

**Against:** Councilor Rivera, Councilor Romero-Wirth, Councilor Villarreal and Mayor Webber.

Mayor Webber announced the result is a 4-4 vote and does not pass.

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal, that the Governing Body allow the garage to be demolished but 122 and 125 not allowed to be demolished, and direct Staff to draft Findings of Fact and Conclusions of Law to reflect that; and dismiss the demolition appeal regarding 124 and 126 Camino Santiago since no final action was taken by the Board to appeal.

**VOTE:** The motion was approved on the following (5-3) roll call vote:

**For:** Councilor Vigil Coppler, Councilor Villarreal, Councilor Lindell, Councilor Rivera, Mayor Webber

Against: Councilor Romero-Wirth, Councilor Abeyta, Councilor Harris

Mr. Sommer asked for clarity: if the motion implied 122 and 125 would not be demolished until it was established what would replace them under the ordinance. He thought that was what Council was after but didn't want to leave here without knowing. If there is a blanket ruling that they could never be demolished, was not the intent but would be until the Applicant could show what would replace them. Is that right?

Ms. McSherry said that action was taken within the application that was submitted. If a different application were submitted with different facts, it could be considered.

Mayor Webber thought that was helpful. We are not making a blanket statement that it could not ever be demolished.

Mr. Sommer concluded that we should make a new application if we want them demolished.

#### 15. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

## 16. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal introduced a resolution on the Rio Grande Trail Master Plan.

Councilor Vigil Coppler wished our new Governor well in her new role and looking forward to working with her.

Mayor Webber said today is Public Safety Recognition Day and he is very grateful to those who put themselves on the line every day and, in the spirit of gratitude, he extended heartfelt gratitude to all in our city, county and state.

Councilor Lindell thanked Ms. Gheen for her hard work for the City. "You are leaving our family shortly, but we want to thank you. And it was great working with you, and I wish you well in your future. Have a great time. You have earned it."

## I. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:11 P. M.

	Approved by:	
ATTESTED TO:	Mayor Alan Webber	
Yolanda Y. Vigil, City Clerk		
Respectfully submitted by:		

Carl G. Boaz, Council Stenographer

# CITY COUNCIL MEETING EXECUTIVE SESSION January 9, 2019

The Governing Body of the City of Santa Fe met in an executive session duly called on January 9, 2019 beginning at 6:15 p.m.

## The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association:
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, Filed in the Norther District of California; and
- Discussion of Disposal of Real Property.

## **PRESENT**

Mayor Webber
Councilor Abeyta
Councilor Harris
Councilor Lindell
Councilor Rivera
Councilor Romero-Wirth
Councilor Vigil Coppler
Councilor Villarreal

#### **ABSENT**

Councilor Ives

## STAFF PRESENT

Erik Litzenberg, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Mary McCoy, Finance Director (In at 6:20 p.m.)
Andrew Padilla, Police Chief (6:20 p.m. – 6:54 p.m.)
Matt Brown, Economic Development Director (In at 6:51 p.m.)
Sean Moody, Asset Development Director (In at 6:51 p.m.)

There being no further business to discuss, the executive session adjourned at 7:20 p.m.

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# City of Santa Fe, NM Regular Meeting of the Governing Body Wednesday, January 09, 2019 05:00 PM – Governing Body City Council Chambers

## **AGENDA**

AF	TERN	OON	<b>SESSION</b>	-5:00	P.M.
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- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. SALUTE TO THE NEW MEXICO FLAG
- 4. INVOCATION
- 5. ROLL CALL
- 6. APPROVAL OF AGENDA
- 7. APPROVAL OF CONSENT CALENDAR
- 8. APPROVAL OF MINUTES: a) Regular City Council Meeting December 12, 2018
- b) 2019 Legislative Priorities Meeting December 20, 2018
  - a) Regular City Council Meeting December 12, 2018
  - b) 2019 Legislative Priorities Meeting December 20, 2018

Item 8.pdf

#### 9. PRESENTATIONS

a) St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions. (Councilor Rivera)

#### 10. CONSENT CALENDAR

a) CONSIDERATION OF RESOLUTION NO. 2019- . (Mayor Webber)

A Resolution Repealing Resolution No. 2018-1 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10a.pdf

b) State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court Judge, vmvigil@santafenm.gov, 955-5110)

Item 10b.pdf

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Item 10d.pdf

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Item 10e.pdf

- f) Request for Approval of Consolidated Project Agreement in the Total Amount of \$74,223 for Funding of End Driving While Impaired (ENDWI), Buckle Up/Click It or Ticket (BKLUP/CIOT), Selective Traffic Enforcement Program/100 Days and Nights of Summer (STEP/DNOS); New Mexico Department of Transportation. (Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)
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# Item 10l.pdf

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Item 10m.pdf

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Item 10w.pdf

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Item 10x.pdf

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A Resolution in Support of Legislation in the 2019 Legislative Session to Authorize the Practice of Dental Therapy and Govern the Training and Licensure of Dental Therapists in New Mexico. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

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A Resolution Promoting the Preservation and Care of the College of Santa Fe Art Collection by Promoting an Active Loan Program to Ensure Public Access to and Educational Opportunities with Said Collection. (Robert Lambert, Community Gallery Manager, rdlambert@santafenm.gov, 955-6705)

Item 10dd.pdf

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A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)

Item 10ee.pdf

ff) CONSIDERATION OF RESOLUTION NO. 2019-\_\_\_. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Inter-Faith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

Fiscal Impact: (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Item 10ff Amended.pdf

Item 10ff.pdf

#### gg) CONSIDERATION OF RESOLUTION NO. 2019- . (Councilor Lindell)

A Resolution Amending Resolution No. 2015-18, Regarding the Duties and Responsibilities of the Veterans' Advisory Board; Authorizing the Use of Existing Funds to Educate Residents and Promote the Option for a Voluntary Contribution to the New Mexico Veterans' State Cemetery Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)

#### Item 10gg.pdf

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10hh.pdf

#### 11. WATER DAMAGE REMEDIATION SERVICES AT THE MIDTOWN CAMPUS

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Item 11.pdf

#### 12. MATTERS FROM THE CITY MANAGER

#### 13. MATTERS FROM THE CITY ATTORNEY

**EXECUTIVE SESSION:** 

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Discussion of Disposal of Real Property. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

# 14. AUTHORIZATION TO JOIN THE COUNTY OF SANTA CLARA'S LOCAL GOVERNMENT AMICUS BRIEF

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to Dismiss in San Francisco v. Whitaker. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

#### 15. MATTERS FROM THE CITY CLERK

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

**EVENING SESSION – 7:00 P.M.** 

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS • Santa Fe Film and Digital Media Commission
- Santa Fe Regional Juvenile Justice Board
  - Santa Fe Film and Digital Media Commission
  - Santa Fe Regional Juvenile Justice Board

Item G.pdf

#### H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

#### Item H-1.pdf

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Item H-2.pdf

- 3) CONSIDERTION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE NO. 2019-\_\_\_. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler)
  An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project. (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)
- a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.
- b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.
- c) Request for Approval of Budget Amendment.

Item H-3.pdf

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yardwalls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Item H4 Plaza Del Monte-Appeal Procedure.pdf

<u>Item H4 pg 1-140.pdf</u>

<u>Item H4 pg 141-248.pdf</u>

Item H4 pg 249-420.pdf

Item H4 pg 421-608.pdf

Item H4 pg 609-779.pdf

Item H4 pg 780-955.pdf

Item H4 pg 956-1009.pdf

Item H4 pg 1010-1078.pdf

<u>Item H4 pg 1079-1124.pdf</u>

#### I. ADJOURN

# City of Santa Fe, NM Regular Meeting of the Governing Body Wednesday, January 09, 2019 05:00 PM – Governing Body City Council Chambers

#### **AGENDA**

AF	TERN	OON	<b>SESSION</b>	-5:00	P.M.
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- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. SALUTE TO THE NEW MEXICO FLAG
- 4. INVOCATION
- 5. ROLL CALL
- 6. APPROVAL OF AGENDA
- 7. APPROVAL OF CONSENT CALENDAR
- 8. APPROVAL OF MINUTES: a) Regular City Council Meeting December 12, 2018
- b) 2019 Legislative Priorities Meeting December 20, 2018
  - a) Regular City Council Meeting December 12, 2018
  - b) 2019 Legislative Priorities Meeting December 20, 2018

Item 8.pdf

#### 9. PRESENTATIONS

a) St. Michael's High School Lady Horsemen Volleyball Team – 2018 New Mexico State District AAA Champions. (Councilor Rivera)

#### 10. CONSENT CALENDAR

a) CONSIDERATION OF RESOLUTION NO. 2019- . (Mayor Webber)

A Resolution Repealing Resolution No. 2018-1 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10a.pdf

b) State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court Judge, vmvigil@santafenm.gov, 955-5110)

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ee) CONSIDERATION OF RESOLUTION NO. 2019- . (Councilor Harris)

A Resolution Readopting and Supplementing Fee Schedules for Plumbing and Mechanical /Gas Permits. (Elias Isaacson, Permit Intake Division Director, esisaacson@santafenm.gov, 955-6830)

Item 10ee.pdf

ff) CONSIDERATION OF RESOLUTION NO. 2019-\_\_\_. (Mayor Webber, Councilor Ives and Councilor Rivera)

A Resolution Contributing Property and Resources to New Mexico Inter-Faith Housing Community Development Corporation for Development of the Santa Fe Arts+Creativity Center Low Income Housing Tax Credit Project Pursuant to the Affordable Housing Act. (Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 955-6346)

Fiscal Impact: (\$1,524,600 Donated Land, \$400,500 Waived Fees, \$165,572 City Cost, \$262,572 Relocation Costs, \$400,000 Infrastructure Costs)

Item 10ff Amended.pdf

Item 10ff.pdf

#### gg) CONSIDERATION OF RESOLUTION NO. 2019- . (Councilor Lindell)

A Resolution Amending Resolution No. 2015-18, Regarding the Duties and Responsibilities of the Veterans' Advisory Board; Authorizing the Use of Existing Funds to Educate Residents and Promote the Option for a Voluntary Contribution to the New Mexico Veterans' State Cemetery Fund from a Tax Refund on Form NMPIT-1. (Julie Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov, 955-6678)

#### Item 10gg.pdf

hh) Request for Approval of Findings of Fact and Conclusions of Law for Case No. H-16-109: Appeal of the Historic Districts Review Board's Decision on March 13, 2018, Denying Exception Requests for Height and Public Visibility to Construct a Rooftop Elevator on the Property Located at 76 East San Francisco Street, Listed as Contributing in the Downtown and Eastside Historic District. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Item 10hh.pdf

#### 11. WATER DAMAGE REMEDIATION SERVICES AT THE MIDTOWN CAMPUS

11. Request for Approval of Budget Adjustment Request (BAR) in the Amount of \$145,000 and Increase of Purchase Order #18194427-000-OP in the Amount of \$80,729.08, from \$60,000.00 to \$140,729.08, for Water Damage Remediation Services at the Midtown Campus; Paul Davis Remediation, Inc. (J. Sam Burnett, Project Administrator, jsburnett@santafenm.gov, 955-5933.)

Item 11.pdf

#### 12. MATTERS FROM THE CITY MANAGER

#### 13. MATTERS FROM THE CITY ATTORNEY

**EXECUTIVE SESSION:** 

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Subsection 10-15-1(H), Parts (5),(7), and (8):

- Discussion of Bargaining Strategy Between the Governing Body and the Police Officers Association;
- Attorney-Client Privileged Discussion Regarding Litigation in Which the City of Santa Fe Is or May Become a Participant, Including But Not Limited to the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion for Summary Judgement in San Francisco v. Whitaker, filed in the Norther District of California; and
- Discussion of Disposal of Real Property. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

# 14. AUTHORIZATION TO JOIN THE COUNTY OF SANTA CLARA'S LOCAL GOVERNMENT AMICUS BRIEF

14. Authorization to Join the County of Santa Clara's Local Government Amicus Brief in Support of San Francisco's Motion to Dismiss in San Francisco v. Whitaker. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

#### 15. MATTERS FROM THE CITY CLERK

#### 16. COMMUNICATIONS FROM THE GOVERNING BODY

**EVENING SESSION – 7:00 P.M.** 

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. SALUTE TO THE NEW MEXICO FLAG
- D. INVOCATION
- E. ROLL CALL
- F. PETITIONS FROM THE FLOOR
- G. APPOINTMENTS • Santa Fe Film and Digital Media Commission
- Santa Fe Regional Juvenile Justice Board
  - Santa Fe Film and Digital Media Commission
  - Santa Fe Regional Juvenile Justice Board

Item G.pdf

#### H. PUBLIC HEARINGS:

1) Request from La Fogata Grill, LLC, for a Restaurant Liquor License (Beer and Wine) with On-Premise Consumption Only, to be Located at La Fogata Grill, 112 W. San Francisco Street, Suite 101. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

#### Item H-1.pdf

2) Request from 1754 La Posada, LLC, for a Transfer of Ownership of Dispenser Liquor License No. 0893 From 1754 La Posada, LLC, dba La Posada de Santa Fe Resort and Spa to Ashford TRS Posada, LLC, dba La Posada de Santa Fe. This License Will Remain at 330 E. Palace Avenue. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

Item H-2.pdf

- 3) CONSIDERTION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE NO. 2019-\_\_\_. (Councilor Ives, Councilor Romero-Wirth, Councilor Lindell and Councilor Vigil Coppler)
  An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc. for Lease Payments for the Expansion of a New Headquarters and Manufacturing Facility, a Local Economic Development Project. (Rich Brown, Economic Development Associate, rdbrown@santafenm.gov, 955-6625)
- a) Request for Approval of Local Economic Development Project Participation Agreement Between the City of Santa Fe and Marty's Meals, Inc.
- b) Request for Approval of Intergovernmental Agreement Between the New Mexico Economic Development Department and the City of Santa Fe, New Mexico for the Purpose of Facilitating the Disbursement of Funds for the Marty's Meals, Inc. Local Economic Development Project.
- c) Request for Approval of Budget Amendment.

Item H-3.pdf

4) Cases #H-17-098A and H-17-098B. Appeal of the Historic Districts Review Board's Decisions on July 24, 2018 Designating the Status of Contributing to the Buildings and Associated Rock Yardwalls at 124 and 126 Camino Santiago and Denying the Request to Demolish 122 and 125 Camino Santiago and the Structures South of 126 Camino Santiago in the Plaza del Monte Subdivision. Appellant Plaza del Monte LLC Requests that the Governing Body Rescind the Structures' Status Designations, Designate their Status as Non-Contributing, Vacate the Denial of Demolition of the Three Non-Contributing Structures and Approve the Proposed Demolition of All Five Structures. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Item H4 Plaza Del Monte-Appeal Procedure.pdf

<u>Item H4 pg 1-140.pdf</u>

<u>Item H4 pg 141-248.pdf</u>

Item H4 pg 249-420.pdf

Item H4 pg 421-608.pdf

Item H4 pg 609-779.pdf

Item H4 pg 780-955.pdf

Item H4 pg 956-1009.pdf

Item H4 pg 1010-1078.pdf

<u>Item H4 pg 1079-1124.pdf</u>

#### I. ADJOURN

# City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Allied 360 Construction, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (Allied 360 Construction, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

### 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

# 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. <u>Notice; City Opportunity to Cure.</u>
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

## 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. <u>Inspection of Plant</u>

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

# 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

# 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. **Appropriations**

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

#### 18. **Release**

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

# 19. **Confidentiality**

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

# 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

# 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

# 24. Equal Opportunity Compliance

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

#### 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

# 26. Applicable Law

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

#### 27. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

## 28. <u>Incorporation by Reference and Precedence</u>

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

# 31. <u>Inspection of Services</u>

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

# 32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

# 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

# 34. <u>Invalid Term or Condition</u>

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.

# 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

# 38. <u>Disclosure Regarding Responsibility</u>

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

# 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: Allied 360 Construction, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE: (/18/19	DATE: /- 4/- /9 CRS#_03-141576000
	Registration #18-005/446
ATTEST:	
YOLANDAY. VIGIL, CHYCLERK  CC mtg 1912019  APPROVED AS TO FORM:	
PRINK. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCO, FINANCE PRECTOR	

				:	/ fait Drive	Amont	I Init Drice	Amount	I Inth Dring	American
1 201000	1	204000	101447410	000 00	2011	Amount	OTHE TIME	, anoque	OIII TIKE	Amount
20300	Or Unclassified Eventation	000000	ALLOWANCE	20,000	1.00	20,000.00	1.80	20,000.00	1:00	20,000.00
	00 Borrow	203400	5 2	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
4 203200	00 Subexcavation	203200	5 2	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
	35 Subexcavation and Recompaction	203205	5 €	200	15.00	4,300.00	00.4	1,350.00	14.33	4,299.00
	00 Subgrade Preparation (1-500SY/IN)	207000	SY/IN	200	0.50	250.00	10.00	3,000.00	21.97	10,985.00
	0A Subgrade Preparation (501-1500 SY/IN))	20700A	SY/IN	1,500	0.30	450.00	0.25	375.00	101	2,865,00
8 207000B	0B Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1 050 00	92.0	875 00	45	1 575.00
9 208000		208000	MILE	-	3,000.00	3,000.00	5.000.00	5.000.00	5 730 00	5 730 00
	т	209000	MILE	-	5,000.00	5,000.00	5,000.00	5,000.00	6 303 00	6,303,00
11 21000	Т	210000	ζ	250	25.00	6.250.00	15.00	3,750,00	20 65	5 730 00
1	15 Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	00.000.00	19.58	2,130,00
$\dagger$	т	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	134	3 229 40
14 30301	_	303015	SY/IN	200	1.50	750.00	1.50	750.00	2.82	1 410 00
15 303015A	-	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
+	_	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6.860.00
10 403600	O Open Graded Friction Couse Complete (5/8)"	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
$\dagger$	Т	407000	NO.	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
20 407001A	т	407001A	Š	8	900.00	27,000.00	800.00	24,000.00	816.53	24,495.90
21 40840	Drime Cost Meterial	407001B	NO	000	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
22 411000	Т	408100	5	08	900.00	27,000.00	900.00	27,000.00	942.59	28,277.70
t	Т	411000	9	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23 411100		411100	EB	20,000	3.00	60,000.00	3.00	00.000.00	4.73	94.600.00
24 414000	$\overline{}$	414000	NI/AS	10,000	1 33	13 300 00	7 30	49 000 00		20 207 70
	A Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SYIIN	50,000	133	66 500.00	30.00	13,000.00	2.71	21,100.00
26 414000B		414000B	NI/AS	75.000	133	99 750 00	130	97 500 00	187	140.250.00
27 416000	_	416000	NII/AS	2.500	12.00	30,000,00	009	15,000,00	734	18 275 00
1	0 Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	00.9	15 000 00	10.46	26 150 00
		417100	- LF	2,500	10.00	25,000.00	10.00	25,000,00	10.37	25,925,00
T		423250	SY/IN	10,000	00.9	60,000.00	5.75	57,500.00	8.93	89,300,00
32 423423UA	DA HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	20,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
33 42328		423230B	SYIIN	000'\$/	4.50	337,500.00	5.75	431,250.00	6.12	459,000.00
T		423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3,096.00
		423283A	SY/IN	20,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35 423283B	B HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75.000	2.00	525 000 00	5.75	431 250 00	784	422 000 00
36 451060		451060	CVIIN	000	6	00.000,000	2	10.002	1000	423,000.00
1	┪	431000	OTJIN	one, l	3.50	5,250.00	2.00	2,500.00	7.36	11,040.00
1	Т	511000	≿	જ	00.009	30,000.00	90.009	30,000.00	439.30	21,965.00
30 511500	Condete Patch Work (1/4 to 1/2 thick)	511500	TS 10	1,500	3.50	5,250.00	3.00	4,500.00	4.06	6,090.00
$\dagger$	Т	51500	<b>5</b> &	1,500	3.00	4,500.00	5.00	7,500.00	4.06	6,090.00
T	Flowable Fi	516000	3 2	00	220.00	00.005,72	600.00	30,000.00	463.18	23,159.00
42 531001*	Ť	531001*	5 ks	2 500	1 20	3,000,00	95.00	9 750.00	133.70	6,685.00
		540060	9	15,000	1 20	18,000.00	1.50	2,730,00	0.00	2,650.00
	$\vdash$	543002	5	200	25.00	12,500.00	30.00	15,000,00	85.00	18,000.00
+	-	541200	LB	18,000	1.60	28,800.00	4.25	76.500.00	4.59	82 620 00
$\dagger$	12" Culvert Pipe	570012	4	30	30.00	900.00	20.00	00:009	30.56	916.80
Ť	$\neg$	570018	<b>5</b>	8	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
T	т	570024		30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
T	30" Culvert Pine	570025	FACE	7 50	250.00	500.00	250.00	200.00	362.90	725.80
	30" Culvert Pipe End Section	570031	FACE	30	00.00	00.000	20.00	1,500.00	57.30	1,719.00
	36" Culvert Pipe	570036		30	90.09	1 800 00	00.00	900.00	584.46	1,168.92
	36" Culvert Pipe End Section	570037	EACH	2	00000	1,200.00	90.00	1 200 00	688 50	1,882.50
	48" Culvert Pipe	570048	<b>5</b>	8	00.06	2,700,00	80.00	2 400 00	764 00	00.000
55 570049	48" Culvert Pipe End Section	570049	EACH	2	1,300.00	2,600.00	1,250.00	2,500.00	1,146.00	2.292.00
$\dagger$	16 Storm Drain Pipe	570425	F	30	45.00	1,350.00	30.00	900:00	36.29	1,088.70
t	24" Storm Drain Dina	570429	EACH	2 5	200.00	400.00	300.00	00:009	097.89	1,375.20
t		570441	EACH	30	00.00	2,100.00	50.00	1,500.00	34.86	1,045.80
┢	Т	571000	S u	202	300.00	00000	200.00	1,000.00	329.48	658.96
Н		601000	T	\$ 20,000,00	100	20,000,00	100	00.000,00	43.74	2,187.00
601110	T	601110	SY/IN	5,000	2.50	12,500.00	3.00	15.000.00	2 90	14 500 00
+	- 1	602000	د۸	75					2	20000
		21,21,24		67	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00

			1.146.00						14,375.00															55,880.00	26.030.00	20,000,00	23,400.00	18 200 00	2,985.00	3,250.00	3,307.50	4,000.00	8 360 00	3.762.50		7,095.00	3,880.00	6,627.50	8,595.00	8,695.00	634.00	699.75	3.785.00	3,880.00	7.500 00	7,715.00	088 30	744 90	5 057 50	6,062.50	11.625.00	12.375.00	
102.19	109.83			L	L	$\Box$							L	L							47.55			27.94	26.03						13.23					14.19	15.52	26.51	17.19	17.39	25.36	27.99	15.14	15.52	15.00	15.43	29.61	24.83	23.83	24.25	23.25	24.75	
11,250.00	00.052,11	2,000,00	1,800.00	200:00	175.00	1,125.00	15,000.00	10,000.00	12,500.00	4,000.00	5,000,00	4 000 00	7.500.00	2,500,00	2,500.00	4,000.00	20,000.00	1,000.00	5,000.00	22,500,00	25,000.00	25,500.00	30,000.00	146 700 00	55 000 00	00:000100	25,000.00	21 600 00	6,250.00	6,875.00	7,500.00	8,750.00	12 500 00	7,500.00		13,750.00	6,250.00	7,500.00	12,500.00	15,000.00	750.00	875.00	6,250.00	7,500.00	12.500.00	15,000.00	00 006	1.050.00	6 250 00	6,875.00	12,500.00	13.750.00	
150.00			L							Ĺ		ŀ	l	l				İ			П			73.35			25.00	72.00	25.00	27.50	30.00	30.00	25.00	30.00	6	02.72	25.00	30.00	25.00	30.00	30.00	35.00	25.00	30.00	25.00	30.00	30.00	35.00	25.00	27.50	25.00	27.50	
6,750.00																								120.000.00		00 000 00	18 000 00	18.600.00	4,500.00	5,000.00	5,500.00	6,000,00	10.000.00	5,500.00	00000	9,000.00	8,750.00	6,000.00	10,000.00	10,000.00	800.00	700.00	5,000.00	5,500.00	00.000,6	10,000.00	00'006	00:096	00 000 00	00:005'9	10,000.00	11,000.00	00000
90.00	250.00	2.00	15.00	125.00				┙	1380 00	2300.00	2,000,00	1,500.00	15.00	2.50	2.50	20.00	42.00	00.002,1	54.00	45.50	47.50	42.00	40.00	92.00	90.09	00 40	3.62	62.00	18.00	20.00	22.00	24 00	20.00	22.00	40,00	00.01	35.00	24.00	20.00	20.00	32.00	28.00	20.00	22.00	18.00	20.00	30.00	32.00	24.00	26.00	20.00	22.00	00 00
75	350	1.000	9	1	-		\$ 15,000.00	000	2	-	2	2	200	200	200	200	200	100	100	200	200	009	0000	2,000	1,000	1,000	300,1	300	250	250	250	250	200	250	009	000	067	250	200	200	25	25	250	250	200	200	93	8	250	250	200	200	000
<b>≿</b> ∂	5 2	<u> </u>	Ę	EACH	EACH	٤ (	3 -	<u> </u>	EACH	FACH	EACH	EACH	F)	5	<u>1</u>	5	<u> </u>	EACH V	λS	λS	λS	λS	٥	λS	λS	i d	<u></u> }	λS	IJ.	<u>.</u>	4		5	5	u.	3 !	5	5	¥.	5	4	5	H	5	LF	5	5	4	5	5	<u>u</u>	5	-
602030	602200	603200	603220	603250	603251	603261	003280	606010	606050	606051	606052	606050	606499	607004	607005	607026	607079	608004*	608005*	608004A*	608005A*	608004B	608106*	608106A*	608204*	608300	608400*	608400A*	*005609	609200A*	609202*	609318*	609318A*	609318B*	800318C*	6002130	009324	609324A*	609324B*	609324C*	609418*	609418A*	609418B*	609418C*	609418D*	609418E*	609424*	609424A*	609424B*	609424C*	609424D*	609424E*	\$00430*
Riprap Class D Riprap Class G	Gabions	П	Check Dam Type I	Drop Inlet Protection Type 1	_	SM/DDD Dian Demonston 9 Mointenance	+	1	1	End Treatment TL-3 End Terminal	П	П	- 1		Barbless Wire Fence 4'	_	Pedestrian/ Bicycle Railing	_	_	Concrete Sidewalk 4" (101-500 SY)		Concrete Sidewalk 4" (Colored Kentson)	+	-	Concrete Median Pavement 4" (Colored & Patterned)	Detectable Warning Plastice	_	ADA Ramp (Colored)		neader Curb (Colored)			Concrete Sloped Curb & Gutter 6"x18" (251+LF)		$\Gamma$	(251+LF)(Colored)	_		Concrete Sloped Curb & Gutter 6"x24"(251+LF)	Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 LF)	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (Colored)	Concrete Barrier Curh & Gutter 6"v30" (1,30 ) E)
602030	602200	603200	603220	603250	603251	603280	903200	606010	606050	606051	606052	606050	606499	607004	607005	607026	607079	608004*	608005*	608004A*	608005A*	608004B	608106*	608106A*	608204*	608300	608400*	608400A*	*009200	800200A	609202A*	609318*	609318A*	609318B*	609318C*	609324*	1110000	609324A*	609324B*	609324C*	609418*	609418A*	609418B*	609418C*	609418D*	609418E*	609424*	609424A*	609424B*	609424C*	609424D*	609424E*	609430*
8	29	99	69	٥ ا	5 5	2/2	74	12	92	11	78	79	8	81	82	83	88	8	87	88	සි	6	95	83	96	92	96	26	8	8	3 5	102	103	104	105	106	3	/01	208	109	19	111	112	113	114	115	116	117	118	119	120	121	122

704769 Re	100 May 1000		_	_		20.00.00				
2	Retroreflective Preformed Patterned Pvmt Mark Thru	704760	1040		450.00	00 020 0	00000	4 000 00		00 000 0
÷	W - 380 IES 3M Tape	704769	EACH	2	450.00	2,250.00	200:00	1,000.00		2,292.00
يَ کِا	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	00.009	0 401.10	1,203.30
4 7	Retroreflective Preformed Patterned Pvmt Mark Word STOP) - 380 IES 3M Tape	704771	EACH	S	220.00	2,750.00	200.00	1,000.00	0 382.00	1,910.00
두루	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	ЕАСН	2	550.00	2,750.00	200:00	1,000.00	0 410.65	2,053.25
동교	Retroreflective Preformed Patterned Pvmt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	0 390.60	1,953.00
ĔĒ	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	S	450.00	2,250.00	200.00	1,000.00	0 358.13	1,790.65
ž E	Retroreflective Preformed Patterned Punt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	2	250.00	2,750.00	200.00	1,000.00	0 410.65	2,053.25
Ę	Temporary Reflective Raised Pavement Marker	704870	EACH	20	3.50	175.00	7.00	350.00	0 2.87	143.50
\$ 25 20 12	Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavennent or concrete beyement or curb cutting and patching, trenching, con- duit, and backfill	709010	5	1,000	4.00	4,000.00	6.60	0,600.00	0 13.37	13,370.00
18 2 2 4	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709020	<u> </u>	1,000	8.00	8,000.00	8.10	8,100.00	0 14.33	14,330.00
8225	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709030	Щ	1,000	12.00	12,000.00	10.70	10,700.00	0 14.81	14,810.00
1 5 2 2 F	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709040	<u>Ľ</u>	1,000	16.00	16,000.00	13.25	13,250.00	0 15.76	15,760.00
8 4 4 5	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or conracte detector loops, all asphalt, pavement or courb cuting, removal, and patching	710000	ЕАСН	2	500.00	1,000.00	800.00	1,600.00	0 513.79	1,027.58
18 × 5 5	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	ЕАСН	2	730.00	1,460.00	1,050.00	2,100.00	0 573.00	1,146.00
0 5 5 2	6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductors, sealent, 30 FT lead-in inclusive). Lead-ins greater that 30 FT.	713030	ЕАСН	50	700.00	35,000.00	700.00	35,000.00	0 382.00	19,100.00
8 5 5 7	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater that 30 FT	713031	ЕАСН	50	1,037.00	51,850.00	1,025.00	51,250.00	0 382.00	19,100.00
4 = ~	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	ЕАСН	50	1,290.00	64,500.00	1,280.00	64,000.00	0 367.68	18,384.00
ãa ⁻	Quadrupole Magnetic Loop Detector Installation (saw	713033	5	200	7.70	3,850.00	8.00	4,000.00	0 3.82	1,910.00
121		720060	EACH		1,650.00	8,250.00	3,000.00	15	0 1,071.25	5,356.25
ÇI :	Removal of Pavement Stripe (Water Blasting)	721000	LF EACU	20	200	1,000.00				748.00
= =	Construction Staking by Contractor	801000	FS-	1		10,000.00		10,000.00		10,000.00
12	Testing Allowance	901012	ALLOWANCE			25,000.00				25,000.00
9	Bike Racks	607080	EACH		850.00	17,000.00			477.50	9,550.00
활활	Parking Bumpers Landscape Complete	66400	EACH LS	\$ 10,000.00		10,000.00	100.00	10,000.00		1,337.00
l						3,817,265.00		3,887,065.00		3,962,313.53
					NMGRT	322,081.73		327,971.11	н	334,320.20
					TOTAL	4,139,346.73		4,215,036.11	-	4,296,633.73

# City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and EMCO of Santa Fe, LLC, herein after referred to as the "Contractor."

# IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

# 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to **(EMCO of Santa Fe, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

# 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

# 4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure

to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. <u>Notice</u>; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

# 9. Status of Contractor

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

#### 10. Assignment

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

# 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

# 13. <u>Inspection of Plant</u>

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. <u>Commercial Warranty</u>

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. **Appropriations**

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

#### 18. Release

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

#### 19. **Confidentiality**

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

# 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

# 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

# 24. Equal Opportunity Compliance

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

# 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

# 26. Applicable Law

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

# 27. <u>Limitation of Liability</u>

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

# 28. <u>Incorporation by Reference and Precedence</u>

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

# 29. 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.

# 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

# 31. <u>Inspection of Services</u>

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

# 32. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

# 33. <u>Impracticality of Performance</u>

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

# 34. 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.

# 35. 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.

# 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

# 38. <u>Disclosure Regarding Responsibility</u>

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

# 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise

covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

# 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

# 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: EMCO of Santa Fe, LLC
ALAN WEBBER, MAYOR  DATE: //18/19	Kuthenie ( 58hmy M NAME AND TITLE DATE: 1/7/2019 CRS# 02-290940-000
	Registration # 18-00117479
ATTEST:	
YOLANDA Y. MIGIL, CITY CLERK COMAG VI 1912019 APPROVED AS TO FORM:	
P/Z ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOX, FINANCE DIRECTOR	
Vanewo Business Unit Line Item	

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	T			ŀ				3110			20000
1	201000	Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00		20,000.00	1.00	20,000.00
7 6	Ť	Unclassmed Excavation	203000	≿	300	10.00	3,000.00		1,050.00	14.33	4,299.00
+		Curbaycavation	203100	5 2	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
T	1	Subexcavation and Recompaction	203205	5 2	500	15.00	7 500 00		6,000,00	14.33	4,299.00
6 20	207000	Subgrade Preparation (1-500SY/IN)	207000	SY/IN	200	0.50	250.00		125.00	21.37	1 075 00
		Subgrade Preparation (501-1500 SY/IN))	207000A	NI/AS	1,500	0.30	450.00	0.25	375.00	191	2,865,00
		Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00		875.00	0.45	1.575.00
	208000	Linear Grading	208000	MILE	1	3,000.00	3,000.00		5,000.00	5,730.00	5,730,00
10	_	Blading and Reshaping	209000	MILE	1	5,000.00	5,000.00		5,000.00	6.303.00	6.303.00
1	_	Excavation and Backfill for Major Structures	210000	ζ	250	25.00	6,250.00	1	3,750.00	22.92	5.730.00
12 21	_	Temporary Retaining Wall/ Shoring	210005	SF.	150	20.00	3,000.00		00.000,9	19.58	2,937.00
Ì	_	Process Placing & Compact. Ext. Pvmt	302000	SYIIN	2,410	1.50	3,615.00		3,615.00	1.34	3,229.40
14 30	03015	Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00		750.00	2.82	1,410.00
+	3015A	Base Coarse (501-1500 SY/IN)	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
	303015B	Base Coarse (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	0,860.00
1	03600	Open Graded Friction Couse Complete (5/8)"	403600	SY/IN	2,000	12.00	24,000.00	00.6	18,000.00	9.32	18,640.00
18 40	407000	Asphalt Matt. For Tack Coat	407000	NOT	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
†	407001A	og Seal for Roadway	407001A	NOT	8	900.00	27,000.00	800.00	24,000.00	816.53	24,495.90
200	_	-og seal for Trails	407001B	NOL	8	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
	Т	Prime Coat Material	408100	<u>S</u> 4	30	900.00	27,000.00	00.006	27,000.00	942.59	28,277.70
$\dagger$	Т	Polymor Biodog/ Amenda Ding Cont. Barrie 68	411000	87	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23 41.	411100	Mide Cracks	411100	8	20,000	3.00	00'000'09	3.00	60,000.00	4.73	94,600.00
T	-	Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	NII/AS	10 000	1 33	13 300 00	1 30	42 000 00	2 4 4	24 400 00
		Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SYIIN	50,000	133	66.500.00	05.	65,000,00	204	100 500 00
		Cold Milling (Asphalt)(50,001+ SY/IN)	414000B	SY/IN	75,000	133	99,750,00	130	97 500 00	1 87	140.250.00
27 416	_	Minor Pavement	416000	SYIIN	2,500	12.00	30,000.00	00.9	15,000.00	731	18 275 00
_		Miscellaneous Paving	417000	SYIIN	2,500	10.00	25,000.00	00.9	15,000,00	10.46	26 150 00
		Asphalt Curb (6" Width)	417100	5	2,500	10.00	25,000,00	10.00	25,000.00	10.37	25 925 00
7	423250 +	-IMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	90.9	00.000.00	5.75	57.500.00	8.93	89 300 00
31 4234		HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	2.00	250,000.00	5.75	287,500.00	7.50	375,000.00
t	4232300	144 SP 1/O	4Z3Z50B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	459,000.00
$\dagger$	_	TMA-SP-IV COMPIBIE-6422 OF (1-10,000 SY/IN)	423283	λS	400	10.00	4,000.00	7.00	2,800.00	7.74	3,096.00
	423283A F	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	20,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35 423	423283B	MA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525.000.00	5.75	431 250 00	5.64	423 000 00
36 451	451060	Concrete Pvmt Complete-Replace In-Kind Dowelled &	451060	NIN	7 500	2 50	00 000		00.004	5: 3	20,000,00
1	Т	Wire Mesh	431000	OT/IIV	nnc'ı	3.50	00.062,6	2.00	7,500.00	7.36	11,040.00
	Т	Structural Concrete, Class A	511000	င်	20	00.009	30,000.00	00:009	30,000.00	439.30	21,965.00
30 544	Т	Concrete Patch Work (1/4" to 1/2" thick)	511500	30	1,500	3.50	5,250.00	3.00	4,500.00	4.06	00:060'9
t	Т	Sainformed Congrete for Minor Structures	511501	<b>გ</b> გ	006,1	3.00	4,500.00	200	7,500.00	4.06	00:060'9
1	Т	Flowable Fill	516000	5 2	200	120.00	00.000,72	000.00	30,000.00	463.18	23,159.00
T	531001* F	Permanent Anti-Graffiti Protective Coat	531001*	P P	2.500	1 20	3,000,00	33.00	3 750 00	133.70	0,685.00
		Reinforced Bars Grade 60	540060	9	15,000	120	18,000,00	1.50	22 500 00	1 20	48,000,00
Н	П	detal Railing, Type D	543002	1	200	25.00	12,500.00	30.00	15,000.00	85.00	42 500 00
45 541	541200 S	Structural Steel for Miscellaneous Structures	541200	87	18,000	1.60	28,800.00	4.25	76,500.00	4.59	82,620.00
$\dagger$		2" Culvert Pipe	570012	4	30	30.00	00'006	20.00	00:009	30.56	916.80
$\dagger$		78 Culvert Pipe	570018	<u>.</u>	8 8	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
T		4 Culvert Pine End Section	570024	בעטה	06	250.00	1,260.00	40.00	1,200.00	43.93	1,317.90
-		0" Culvert Pine	570030	Ę u	3,5	250.00	300.00	220.00	200.00	362.90	725.80
$\vdash$		0" Culvert Pipe End Section	570031	EACH	2	400.00	800.00	400.00	800.00	584 46	1 168 02
	570036	36" Culvert Pipe	570036	5	90	90.09	1.800.00	00.09	1.800.00	62.75	1 882 50
53 570		36" Culvert Pipe End Section	570037	EACH	2	90.009	1,200.00	00.009	1,200.00	688.50	1,377.00
+		48" Culvert Pipe	570048	<b>L</b>	8	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
$\dagger$	570049	48" Culvert Pipe End Section	570049	EACH	2	1,300.00	2,600.00	1,250.00	2,500.00	1,146.00	2,292.00
$\dagger$		o Storm Drain End Section	570425	1767	9,6	45.00	1,350.00	30.00	00.006	36.29	1,088.70
╁		4" Storm Drain Pipe	570437	E II	200	20.02	2 100 00	300.00	1 500.00	097.60	1,375.20
Н	570441 2	4" Storm Drain End Section	570441	EACH	2	300.00	600.00	200 00	00000	329 48	1,045.80
	$\neg$	3/8" Diamond Plate	571000	SF		25.00	1,250.00	20.00	1,000.00	43.74	2.187.00
†	7	Removal of Structures and Obstructions	601000	ST S	\$ 20,000.00	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
1	001110	Kemoval of Surfacing	601110	SY/IN	2,000	2.50	12,500.00	3.00	15,000.00	2.90	14.500.00
	١			20		00000					

7,664.25	83,562.50	2,630.00	1,146.00	169.99	1,075.00	15,000.00	8,930.00	14,375.00	4.868.60	4,775.00	3,342.50	9,075.00	3,155.00	2,985.00	31 515 00	912.03	5,062.00	21 490 00	23,775.00	27,504.00	30,372.00	55,880.00	26,030.00	23 400 00	17,190.00	18,300.00	2,985.00	3,250.00	4,000.00	4,537.50	8,360.00	3,762.50	7,095.00	3,880.00	6,627.50	8,595.00	8,695.00	634.00	699.75	3,785.00	3,880.00	7,500.00	7,715.00	888.30	744.90	5,957.50	6,062.50	11,625.00	12,375.00	831 00
102.19	238.75	2.63	1970	169.99	2.15	1.00	17.86	2079 99	2,434.30	2,387.50	1,671.25	18.15	6.34	5.97	63.03	912.03	50.62	29.09 42 98	47.55	45.84	20.052	27.94	26.03	23.40	57.30	61.00	11.94	13.00	16.00	18.15	16.72	CD:CL	14.19	15.52	26.51	17.19	17.39	25.36	27.99	15.14	15.52	15.00	15.43	29.61	24.83	23.83	24.25	23.25	24.75	27.70
11,250.00	98,000.00	2,000.00	1,800.00	175.00	1,125.00	15,000.00	10,000.00	4 000 00	5,000.00	5,000.00	4,000.00	7,500.00	2,500.00	2,500.00	20.000.00	1,000.00	5,000.00	22,500,00	25,000.00	25,500.00	35,000.00	146,700.00	55,000.00	25,000,00	18,900.00	21,600.00	6,250.00	2 500 00	8,750.00	7,500.00	12,500.00	00.006,7	13,750.00	6,250.00	7,500.00	12,500.00	15,000.00	750.00	875.00	6,250.00	7,500.00	12,500.00	15,000.00	900.00	1,050.00	6,250.00	6,875.00	12,500.00	13,750.00	00.006
150.00	280.00	2.00	200.00	175.00	2.25	1.00	20.00	2 000 00	2,500.00	2,500.00	2,000.00	15.00	2.00	00.00	40.00	1,000.00	50.00	92.30	50.00	42.50	90.00	73.35	25.00	25.00	63.00	72.00	25.00	30.00	35.00	30.00	25.00	30.00	27.50	25.00	30.00	25.00	30.00	30.00	35.00	25.00	30.00	25.00	30.00	30.00	35.00	25.00	27.50	25.00	27.50	30.00
6,750.00	87,500.00	2,000.00	125.00	125.00	1,125.00	15,000.00	9,000.00	2,760,00	4,600.00	4,000.00	3,000.00	7,500.00	1,250.00	00.062,1	21,000.00	1,200.00	5,200.00	22 750 00	23,750.00	25,200.00	104 000 00	120,000.00	00:000:00	25,000,00	18,000.00	18,600.00	4,500.00	5,000,00	6,000.00	6,000.00	10,000.00	00.000;6	00.000,6	8,750.00	6,000.00	10,000.00	10,000.00	800.00	700.00	5,000.00	5,500.00	9,000.00	10,000.00	00.006	00.096	6,000.00	6,500.00	10,000.00	11,000.00	W Wo
90.00	250.00	2.00	125.00	125.00	2.25	1.00	18.00	1.380.00	2,300.00	2,000.00	1,500.00	15.00	2.50	20.20	42.00	1,200.00	52.00	45.50	47.50	42.00	52.00	60.00	00:09	25.00	00:09	62.00	18.00	22.00	24.00	24.00	20.00	725.00	18.00	35.00	24.00	20.00	20.00	32.00	28.00	20.00	22.00	18.00	20.00	30.00	32.00	24.00	26.00	20.00	22.00	30.00
75	320	1,000	8 -	-		\$ 15,000.00	200	2	2	2	2	200	200	000	200	-	100	200	200	009	2.000	2,000	1,000	1.000	300	300	250	250	250	250	200	007	200	250	250	200	200	25	25	250	250	200	200	30	30	250	250	200	200	06
⋩⋩	≿		EACH	EACH	5	တ္ခု	4	EACH	EACH	EACH	EACH	<u> </u>	L 4	<u></u>	5	EACH	λS	λS	λS	λS.	λS	λS	λS	SF	SY	λS	<u> </u>	<u>.</u>	<u>"</u>	<b>4</b>	L U		<u> </u>	±17	5	<b>4</b> 7	5	ŀF	5	Ш	5	LF	<b>5</b>	H	<u></u>	<u> </u>	4	J.	5	<u></u>
<b>602030</b> 602200	602200	603200	603250	603251	603261	603280	606000	606050	606051	606052	606050	607004	607005	607026	607079	607455	608004*	608004A*	608005A*	608004B*	608106*	608106A*	608204*	608300	608400*	608400A*	609200*	609202*	609202A*	609318*	600318B*	2010000	609318C*	609324*	609324A*	609324B*	609324C*	609418*	609418A*	609418B*	609418C*	609418D*	609418E*	609424*	609424A*	609424B*	609424C*	609424D*	609424E*	609430*
Riprap Class D Riprap Class G	Gabions	Check Dam Tyne /	Drop Inlet Protection Type 1	Drop Inlet Protection Type 2	Mulch Socks	SWPPP Plan Preparation & Maintenance	Metal Barrier Thria-Beam	Metal Barrier End-Treatment (Anchorage)	End Treatment TL-3 End Terminal	End Treatment TL-2 End Terminal	End Treatment Thri-Beam End Anchorage	Rarhari Wire Fance 4"	Barbless Wire Fence 4'	Chain Link Fence 6'	Pedestrian/ Bicycle Railing	_	Concrete Sidewalk 4" (1-100 SY)	_	Concrete Sidewalk 4" (Colored) (101-500 SY)	_		Drive-Pad 6" (Colored)	Concrete Median Pavement 4" (Colored & Patterned)	7	ADA Ramp	_	Header Curb Header Curb (Colored)	12"-18" Tall Cut-off Wall	12"-18" Tall Cut-off Wall (Colored)	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF)	(Colored)	Concrete Stopea Curb & Gutter 6 Y18 (251+LF)(Colored)	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	Colored Super curb & Guiter o X24 (1-250 LF) Colored	Concrete Sloped Curb & Gutter 6"x24"(251+LF)	Concrete Sloped Curb & Gutter 6"x24" (251+LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	Concrete Barrier Curb & Gutter 6"x18" (250+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	Concrete Barrier Curb & Gutter (Colored) 6 x24" (31-250 LF)	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	Concrete Barrier Curb & Gutter 6"x24" (Colored)	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)
602030	602200	603220	603250	603251	603261	603280	606010	606050	606051	606052	606050	607004	607005				608005*	608004A*	608005A*	608005B*	608106*	608106A*	608204*	608300	608400*	608400A*	609200°	609202*	1	600318*	_		*.	_	. 1	609324B*		609418*		609418B*		609418D*	*.	609424*		609424B*	609424C*	609424D*	609424E*	609430*
88	29	8 8	20	71	72	2 2	ŧ 18	76	11	æ	2 2	8	8	83	84	88	84	88	88	8 6	95	93	8	95	8	6	8 8	100	101	102	104		105	106	107	208	109	110	111	112	113	114	115	116	117	118	119	120	121	122

19.50
30.00 15,000.00
11,000.00 30.00
500 22.00 500 42.00
S/ F
60430E*
60430E* Concrete Barrier Curb & Gutter (Colored) 6'x30" 609600* Concrete Vally Gutter & Fillet) (6" X Variable Width) Concrete Vally Gutter & Fillet) Colored (6" X Variable
60430E* Cona 609600* Cona Cona

1,337.00	2,292.00	1,203.30	1,910.00	2,053.25	1,953.00	1,790.65	2,053.25	143.50	13,370.00	14,330.00	14,810.00	15,760.00	1,027.58	1,146.00	19,100.00	19,100.00	18,384.00	1,910.00	5,356.25	478.00	748.72	25,000,00	9,550.00	1,337.00	10,000.00	3,962,313.53	334,320.20
267.40	458.40	401.10	382.00	410.65	390.60	358.13	410.65	2.87	13.37	14.33	14.81	15.76	513.79	573.00	382.00	382.00	367.68	3.82	1,071.25	2.39	93.59	8	477.50	66.85	1.00		
1,000.00	1,000.00	00.009	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	350.00	6,600.00	8,100.00	10,700.00	13,250.00	1,600.00	2,100.00	35,000.00	51,250.00	64,000.00	4,000.00	15,000.00	200:00	1,600.00	25,000.00	10,000.00	2,000.00	10,000.00	3,887,065.00	327,971.11
200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	7.00	6.60	8.10	10.70	13.25	800.00	1,050.00	700.00	1,025.00	1,280.00	8.00	3,000.00	2.50	200.00	90.	500.00	100.00	1.00		
2,250.00	2,250.00	1,350.00	2,750.00	2,750.00	2,750.00	2,250.00	2,750.00	175.00	4,000.00	8,000.00	12,000.00	16,000.00	1,000.00	1,460.00	35,000.00	51,850.00	64,500.00	3,850.00	8,250.00	1,000.00	300.00	25.000.00	17,000.00	2,000.00	10,000.00	3,817,265.00	322,081.73
450.00	450.00	450.00	250.00	550.00	550.00	450.00	550.00	3.50	4.00	8.00	12.00	16.00	200.00	730.00	700.00	1,037.00	1,290.00	7.70	1,650.00	2.00	100.00	1.00	850.00	100.00	100		NMGRT
5	2	3	2	5	S	5	5	20	1,000	1,000	1,000	1,000	7	2	20	20	GS.	200	5	200	\$ 10,000,00	\$ 25,000.00	20	H	\$ 10,000.00		N
EACH	ЕАСН	EACH	EACH	EACH	EACH	EACH	EACH	EACH	41	11	4	11	EACH	EACH	EACH	EACH	ЕАСН	4	EACH	LF	EACH	ALLOWANCE	EACH	EACH	S		
704768	704769	704770	704771	704744	704775	704782	704784	704870	709010	709020	709030	709040	710000	710010	713030	713031	713032	713033	720060	721000	801000	901012	607080	667501	66400		
Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Thru Arrow - 380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Word  (STOP) - 380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Word (PED) - 380 IES 3M Tape	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	Retroreflective Preformed Patterned Punt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	Temporary Reflective Raised Pavement Marker	Rigid Electrical Conduit 1" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con- duit, and backfill	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavernent or concrete paverment or curb cutting and patching, trenching, conduit, and backfill	Rigid Electrical Conduir 3" schedule 40 conduir complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduir, and backfill	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, tenching, conduit, and backfill	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad defector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or cutting, removal, and patching	6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductors, sealant, 30 FT lead-in inclusive). Lead-ins prester that 30 FT	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater that 30 FT	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	Veh. Impact Atten. Unit Work Zones	Removal of Pavement Stripe (Water Blasting)	Construction Staking by Contractor	Testing Allowance	Bike Racks	Parking Bumpers	Landscape Complete		
704768	704769	704770	704771	704744	704775	704782	704784	704870	709010	709020	709030	709040	710000	710010	713030	713031	713032	713033	720060	721000	801000	901012	607080	667501	00400		
174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	196	197	198	199	700		

174	704768		704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1.337.00
175	704769	Retroreflective Preformed Patterned Pvmt Mark Thru Arrow - 380 IES 3M Tape	704769	ЕАСН	5	450.00	2,250.00	200.00	1,000.00	458.40	2.292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark Word (ONL.Y) - 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	00.009	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pumt Mark Word (STOP) - 380 IES 3M Tape	704771	ЕАСН	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pumt Mark Word   X-ING) - 380 IES 3M Tape	704744	EACH	2	250.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pumt Mark Word (PED) - 380 IES 3M Tape	704775	ЕАСН	2	250.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	2	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tane	704784	EACH	2	250.00	2,750.00	200.00	1,000.00	410.65	2.053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	20	3.50	175.00	2 00	350.00	787	143 50
183	709010	Rigid Electrical Conduit 1* schedule 40 conduit complete in place, including all as-phalt pavennent or concrete pavennent or cut cutting and patching, trenching, conduit, and backfill	709010	<u>ц</u>	1,000	4.00	4,000.00	09.9	00:009'9	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709020	4	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709030	<b>5</b>	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, and backfill	709040	4	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loops, all aspinalit pavement or concrete pavement or cut outling, removal, and patiching	710000	ЕАСН	2	200.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealent, 30 FT lead-in inclusive). Lead-ins greater that 30 FT.	713030	ЕАСН	20	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead-ins greater that 30 FT	713031	ЕАСН	20	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	90	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector installation (saw cut, conductors, sealant, inclusive)	713033	LF	200	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	724000	Veh. Impact Atten. Unit Work Zones	720060	EACH	5	1,650.00	8,250.00	3,000.00	15,000.00	1,071.25	5,356.25
195	721101	Removal of Pavement Marking (Water Blasting)	721101	FACH	200	200	1,000.00	2.50	200.00	2.39	478.00
196	801000	Construction Staking by Contractor	801000	IS I	\$ 10,000.0	1.00	10.000.00	200.00	1,600.00	93.59	10 000 00
197	901012	Testing Allowance	901012	ALLOWANCE	\$ 25,000	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
199	667501	Parking Bumpers	667501	EACH	0X 0X	100.00	2,000,00	200.00	10,000.00	477.50	9,550.00
200	66400	Landscape Complete	66400	SI	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10.000.00

3,962,313.53 334,320.20 **4,296,633.73** 

3,887,065.00 327,971.11 **4,215,036.11** 

3,817,265.00 322,081.73 **4,139,346.73** 

> NMGRT TOTAL

# City of Santa Fe, New Mexico



DATE:

November 30, 2018

TO:

Public Works, Finance Committee, and City Council

VIA:

Regina Wheeler - Public Works Director

John J. Romero, P.E. - Engineering Division Director

FROM:

Michelle R. Martinez, Project Administrator  $\mathcal{M}\mathcal{M}$ 

#### ITEM & ISSUE:

BID NUMBER '19/01/B RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES IN A N AMOUNT NOT TO EXCEED \$4,000,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT) WITH:

- GM EMULSION, LLC.
- EMCO OF SANTA FE, LLC.
- ALLIED 360 CONSTRUCTION, LLC

#### **BACKGROUND & SUMMARY:**

A request for bids was advertised July 11, 2018 for On Call Roadway & Trails Construction Services. Six bids were received on August 1, 2018 with one bidder qualifying for local preference. The bids were reviewed for completeness and accuracy and upon review were reasonable. The lowest qualified bidder is GM Emulsion of Santa Fe with a base bid amount of \$3,817,265, exclusive of NMGRT. The second lowest bidder is EMCO of Santa Fe, LLC with a base bid amount of \$3,887,065, exclusive of NMGRT. The third lowest bidder is Allied 360 Construction, LLC with a base bid amount of \$3,926,227, exclusive of NMGRT. GM Emulsion, LLC qualified for a 3% local preference bringing the bid amount to \$3,702,747, exclusive of NMGRT.

We have utilized On-Call Construction contract over the past 10 years to construct portions of various public works projects and repairs that have involved roadway improvements such as asphalt reconstruction, sidewalk, curb, gutter, and ADA curb ramp installation; drainage system improvements; minor street maintenance, City parking lot reconstruction, and trail construction. Over this time period, we have awarded 7 On Call contracts with 9 vendors. Expenditures on these contracts ranged from \$5,000 to \$2,000,000, a list is attached. Our current contract expires on February 2, 2019. There is a variance in the expenditures with GM Emulsions compared to EMCO of Santa Fe and Century Club Construction. The reason is that both EMCO and Century Club became unavailable to us during different time periods as EMCO of Santa Fe went through a re-organization and Century Club Construction went out of business.

The proposed On Call Construction Services contract would be utilized on an as needed basis for appropriate types of work and when funds are available. The award is to multiple vendors as it will ensure the best price and timing of services to meet the City's needs since any one of these contractors may be engaged in other work making them unavailable to the City at a particular time of need. The multi-award ensures the City can acquire services to repair roads, trails and sidewalks, on short notice, and as needed. The contract term is for two years, with an option to renew for two additional years but not to exceed four years.

Funds for these services will be identified and budgeted in various line items in various Divisions across the City. Some will be from Capital Improvement Project funding, some will be in Parks maintenance or Utilities road patching funding. This Construction Agreement does not constitute a promise to purchase any amount of work. The total compensation under the three contracts will not exceed the cap amount of \$4,000,000 per vendor, unless the Council approves a cap adjustment and a contract amendment.

There are number of upcoming projects that would benefit from the use of this contract, below is the list of those projects:

9	Old Santa Fe Trail Bike Lane	\$300k
•	Harrison Road Sidewalks	\$300k
	Agua Fria Sidewalks	\$300k
•	Misc Drainage Projects	\$500I-\$1M
•	Gas Tax Bond Projects	\$6M-\$8M

#### **RECOMMENDED ACTION:**

The Public Works Department recommends the following:

- Approval of the Construction Agreement to provide On Call Roadway & Trials Construction Services in an amount not to exceed \$4,000,000 per contract, excluding NMGRT with:
  - GM Emulsion, LLC
  - EMCO of Santa Fe, LLC
  - Allied 360 Construction

Attachments: GM Emulsion, LLC. - Construction Agreement

GM Emulsion, LLC. – Summary of Contract Form EMCO of Santa Fe, LLC – Construction Agreement

EMCO, of Santa Fe, LLC - Summary of Contract Form

Allied 360 Construction – Construction Agreement Allied 360 Construction – Summary of Contract Form

Did Takulation shoot

Bid Tabulation sheet

# CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: 8/1/2018 BID: #19/01/B PREPARED BY: Nathan S.	Ernco of SF Santa Fe, NM	Allied 360 Construction Espanola, NM	RL Leeder Santa Fe, NM	GM Emulsion Santa Fe,NM
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$3,887,065.00	\$3,962,313.53	\$6,892,485.00	\$3,817,265.00
NMGRT (8.4375%)	\$327,971.11	\$334,320.20	\$585,553.42	\$322,081.73
TOTAL BID AMOUNT	\$4,215,036.11	\$4,296,633.73	\$7,474,038.42	\$4,139,346.73
LOCAL PREFERENCE	•			\$3,702,747.05
SUBMITTAL REQUIREMENTS				
BID BOND	X	X	X	Χ
EQUAL EMPLOYMENT	X	X	Х	Χ
NON-SEGREGATED FACILITIES	X	Χ	Х	Х
NON-COLLUSION AFFIDAVIT	x	X	X	X
SUBCONTRACTORSLISTING	X	X	X	Х
NM RESIDENT PREFERENCE NUMBER	X	Х	X	Х
ADDENDUM NUMBER 1	Χ	Χ	Х	X
ADDENDUM NUMBER 2	X	X	X	Х
ADDENDUM NUMBER 3	X	X	Χ	X

# CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: BID: # PREPARED BY: Nathan S.	TLC Plumbing & Utility Albuquer que, NM	HO Construction Albuquerque, NM		
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$4,634,119.00	\$4,775,195.00		
NMGRT (8.4375%)	\$391,003.79	\$402,907.08	. ,	
TOTAL BID AMOUNT	\$5,025,122.79	\$5,178,102.08		
SUBMITTAL REQUIREMENTS				
BID BOND	X	X		
EQUAL EMPLOYMENT	x	х		
NON-SEGREGATED FACILITIES	×	Х		
NON-COLLUSION AFFIDAVIT	X	X		
SUBCONTRACTORS LISTING	Х	X		
NM RESIDENT PREFERENCE NUMBER	X	X		
ADDENDUM NUMBER 1	×	x		

# City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC,** herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (GM Emulsion, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

# 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. **Appropriations**

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

#### 18. Release

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

#### 19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of

this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

# 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

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

#### 24. Equal Opportunity Compliance

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

# 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

#### 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

# 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

# 38. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC 5935 Agua Fria St. Santa Fe, NM 87507

(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC

5935 Agua Fria St. Santa Fe, NM 87507 (505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: GM Emulsion, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL CITY CLERK	
APPROVED AS TO FORM:	
ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

		**************************************	A TRANSPORT			GM	Emulsions	EMC	O of Santa Fe	Allied 3	60 Construction
Lagistic .	Item No.	Item Description	ifem No.	Units	Apprx. Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000	Cleaning & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
2	203000	Unclassified Excavation	203000	CY	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
3	203100	Barrow	203100	CY	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
5	203200	Subexcavation	203200 203205	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
6	203205 207000	Subexcavation and Recompaction Subgrade Preparation (1-500SY/IN)	207000	SY/IN	500 500	15.00 0.50	7,500.00 250.00	10.00 0.25	5,000.00 125.00	21,97 2.15	10,985.00 1,075.00
7		Subgrade Preparation (1-3003 mily) Subgrade Preparation (501-1500 SY/IN))	207000 207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.91	2,865.00
8	207000B	Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00	0.25	875.00	0.45	1,575.00
9	208000	Linear Grading	208000	MILE	1	3.000.00	3,000.00	5,000.00	5,000.00	5.730.00	5,730.00
10	209000	Blading and Reshaping	209000	MILE	1	5,000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
11	210000	Excevation and Backfill for Major Structures	210000	CY	250	25.00	€,250.00	15.00	3,750.00	22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615,00	1.50%	3,615.00	1.34	3,229,40
14		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1.875.00	1.50 1.40	750.00 2.100.00	2.82 2.44	1,410.00 3.660.00
16		Base Coarse (1501+ SY/IN)	303015A	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
1917		Open Graded Friction Couse Complete (5/8)	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18.640.00
18	407000	Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19		Fog Seal for Roadway IIII Maria	407001A	TON	30	900.00	27,000.00	00.008	24,000.00	816.53	24,495.90
20	407001B	Fog Seal for Trails	407001B	TON	30	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
21		Printe Coat Material	408100	TON	30	900.00	27,000.00		27,000.00	942.59	28,277.70
22	411000	Hot Poured Crack Sealing  Polymer Binder Aggregate Blend Crack Penair (4" 8")	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6" Wide Cracks)	411100	LB	20,000	3.00	60,000.00	3.00.	60,000.00	4.73	94,600.00
24	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	SY/IN	10,000	1.33	13,300.00	1.30	13.000.00	2.11	21,100.00
25	414000A	Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SY/IN	50,000	1.33	66.500.00	1.30	65,000.00	2.01	100,500.00
26		Cold Milling (Asphalt)(50,001+ SY/IN)	414000B	SY/IN	75,000	1.33	99,750.00	1.30	97,500.00	1.87	140,250.00
27	416000	Minor Pevement	416000	SY/IN	2,500	12.00	30,000.00	6:00	15,000.00	7.31	18,275.00
28	417000	Miscellarieous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29	417100	Asphalt Gurb (6" Width)	417.100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 4234250A	HMA-SP-III Complete(1-10,000 SY/IN)	423250 4234250A	SY/IN	10,000 50,000	6.00 5.00	60,000.00 250,000.00	5.75	57,500.00 287,500.00	8.93 7.50	89,300.00
32	4234250B	HMA-SP-III Complete (10:001-50;000 SY/IN) HMA-SP-III Complete (50:001+SY/IN)	4234250A 423250B	SY/IN SY/IN	75,000	4.50	337,500.00	5.75 5.75	431,250.00	6.12	375(000,00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3.096.00
								1			
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B	HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5.64	423.000.00
36	451060	Concrete Pvmt Complete-Replace In-Kind Dowelled &	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
		Wire Mesh		L	L						
37	511000 511500	Structural Concrete, Class A Concrete Patch Work (1/4" to 1/2" thick)	511000 (511500	SF	1,500	600.00 3.50	30,000.00 5,250.00	600,00 3,00	30,000.00 4,500.00	439:30 4.06	21,965.00 6,090.00
39	511501	Sfucco (Color Determined Per Project)	511500	SF	1,500	3.00	4,500.00	5.00	7,500,00	4.06	6.090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000	Flowable Fill	516000	Web CY	50	120.00	6,000.00	95.00	4,750.00	133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
43	540060	Reinforced Bars Grade 60	540060	: LB	15,000	1.20	18,000.00	1,50	22,500.00	1.20	18,000.00
44 45	543002 541200	Metal Railing, Type D Structural Steel for Miscellaneous Structures	543002 541200	LF LB	500 18,000	25.00 1.60	12,500.00 28,800.00	30.00 4.25	15,000.00 76,500.00	85.00 4,59	42,500.00 82,620.00
45 46	570012	12" Culvert Pipe	541200 570012	LB HIS	18,000 30	30.00	28.800.00 900.00	20.00	76,500.00 600.00	4,59 30.56	82,620,00 916.80
47		18" Culvert Pipe	570012	LF T	80	35.00	2,800:00	35.00	2.800.00	34.38	2,750.40
48	570024	24" Culvert Pipe	570024	LF	30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
49	570025	24" Culvert Pipe End Section	570025	- EACH	2	250.00	500.00	250.00	500.00	362.90	725.80
50	570030	30" Culvert Pipe	570030	LF	30	55.00	1,650.00	50.00	1,500.00	57.30	1,719.00
施設 51	570031	30" Culvert Pipe End Section	570031118	- EACH	2	400.00	900.008	400.00	800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF Exclusion	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
53 54	570037 570048	36" Culvert Pipe End Section: No. 2011 1998 1998 1998 1998 1998 1998 1998 1	570037 570048	EACH ***	30	600.00 90.00	1,200.00 2,700.00	600.00 80.00	1,200,00 2,400.00	688.50 764.00	1,377.00 22,920.00
55		48" Culvert Pipe End Section	570049	EACH	2		2,700.00	1,250.00	2,500.00		2,920.00
56		18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57		18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00		1,375.20
58		24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00		658.96
60	571000	3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	20.00	1,000.00	43.74	2,187.00
61 62		Removal of Structures and Obstructions Removal of Surfacing	601000 601110	LS SY/IN	\$ 20,000.00 5,000	1.00 2.50	20,000.00 12,500.00	1.00 3.00	20,000.00 15,000.00	1.00° 2.90	20,000.00 14,500.00
63		Removal of Surfacing Riprap Class A	602000	CA STAIN	75				18,750.00		16,875:00
64		Riprap Class B	601010	CY	75		15,000.00	150.00	11,250.00	100.28	7,521.00
1		<u> </u>	<u> </u>								

1 ar 1	000000	D:	canaca	OV.	75.1	00.00	6,750.00	450.00	44 250 00	102.19	7 004 05
65 66		Riprap Class D Riprap Class G	602030 602200	CY CY	75 75	90.00 180.00	13,500,00	150.00 150.00	11,250.00 11,250.00	109.83	7,664.25 8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69 70		Check Dam Type I Drop Inlet Protection Type 1	603220 603250	LF EACH	60 1	15.00 125.00	900.00 125.00	30.00 200.00	1,800.00 200.00	19,10 191,00	1,146.00 191.00
71		Drop Inlet Protection Type 2	603251	EACH	1	125.00	125.00	175.00	175.00	169.99	169.99
72	603261	Mulch Socks	603261	LF	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74 75		Metal Barrier W-Beam Metal Barrier Thrie-Beam	606000 606010	LF LF	500 <b>500</b>	18.00 27.00	9,000.00 13,500.00	20.00 25.00	10,000.00 12,500.00	17.86 28.75	8,930.00 14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77		End Treatment TL-3 End Terminal	606051	EACH	2	2,300.00	4,600.00	2,500.00	5,000.00	2,434.30	4,868.60
78 79		End Treatment TL-2 End Terminal	606052 606050	EACH EACH	2 2	2,000.00 1,500.00	4,000.00 3,000.00	2,500.00 2,000.00	5,000.00 4,000.00	2,387.50 1,671,25	4,775.00 3,342.50
80		End Treatment Thri-Beam End Anchorage Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84		Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	L <b>F</b> LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85		Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87		Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88 89		Concrete Sidewalk 4" (101-500 SY) Concrete Sidewalk 4" (Colored) (101-500 SY)	608004A* 608005A*	SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
90		Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored)(501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92		Drive-Pad 6" Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50 73.35	135,000.00 146,700.00	27.94 27.94	55,880.00 55,880.00
93				***************************************							
94		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95		Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96 97		ADA Ramp ADA Ramp (Colored)	608400* 608400A*	SY SY	300 300	60.00 62:00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99	609200A*	Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101 102	609202A* 609318*	12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609202A* 609318*	LF LF	250 250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF.	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
Service Comprehensive Comprehe		Colored		LF		COLUMN STRAIGHT	10,000.00	25.00	12,500.00	17.19	8,595.00
108	609324B*	Concrete Sloped Curb & Gutter 6"x24"(251+LF) Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324B*		500	20.00			· · · · · · · · · · · · · · · · · · ·		
109	609324C*	Colored	609324C*	LF	500	20.00	10,000.00	30.00	15,000.00	17.39	8,695.00
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418C*	LF	250	22.00	5,500.00	30.00	7,500:00	15.52	3,880.00
114	609418D*	Colored Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
		Concrete Barrier Curb & Gutter 6"x18" (250+LF)									
115	609418E*	Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	
116	609424*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
_		250 LF) Concrete Barrier Curb & Gutter 6"x24" (251+LF)		LF		20.00	10,000.00	25.00	12,500.00	23.25	
120	609424D*	Colored Concrete Barrier Curb & Gutter 6"x24" (Colored)	609424D*		500						Salasa a salasa a salasa a salasa a salasa a salasa a salasa a salasa a salasa a salasa a salasa a salasa a sa
121	609424E*	(251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	6D9430A*	LF	30	32.00	960.00	35.00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17,67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 5"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A7	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000,00	75:00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6*x24* (1- 25 LF)	609706A*	LF	25	30,00	750.00	35.00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF -	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000 00	30.00	15,000,00	18.00	9,000.00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137 138	623001 623004	MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	- EACH	i	3,600:00	3,600.00	5,000.00	5,0D0.00	4,255.88	4,255.88
140 141	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142	632000	Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143 144	632020 632100	Class C Seeding Steep Slope Seeding	632020 632100	ACRE ACRE	1 1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
145	632300	Mantiole Extension	632300	EACH	8	300.00		750.00	6,000.00	620,75	4.966.00
146	662400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Gover	662500	EACH	8	400.00	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110 663850	EACH EACH	2 5	600.00 350.00	1,200.00	2,500.00	5,000.00 2,000.00	716.25 382.00	1,432.50 1,910.00
149 150	663850 663855	Water Valve Adjustment Adjust Valve Box to Grade	663855	EACH	3	300.00	1,750,00 900.00	400.00 250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	667110	EACH ==	1	150.00	150.00	250.00	250.00	119.38	119.38
152 153	667209 667500	Crusher Fines Bollard	667209 667500	CY EACH	500 50	20.00 550.00	10,000.00 27,500.00	20.00 150.00	10,000.00 7,500.00	55.39 315.15	27,695.00 15,757.50
154	667505	Lay New Brick Sidewalk	667505	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155 156	667510	Remove and Reset Brick Sidewalk Litter Receptacle	667510 667515	EACH	300 20	900.00	24,000.00 18,000.00	90.00 250.00	27,000.00 5,000.00	85.95 1,098.25	25,785.00 21,965.00
+ 157	667520A	Park Bench 6'	667520A	EACH	20	800.00	16,000 00	500.00	10,000.00	1,203.30	24,066,00
158 159	667527B 701000	Park Bench 8' Panel Signs	667527B 701000	EACH SF	20 150	1,100.00 16.00	22,000.00 2,400.00	750.00 15.00	15,000.00 2,250.00	1,499.35 17.53	29,987.00 2,629.50
160	701030	Remove and Reset Panel Signs	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Merion U- Channel, Black w/ Breakable Base)	701100	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400,00
162	702810	Traffic Control Management (Major)	702810	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163 164	702810A 702110	Traffic Control Management (Minor) Portable Changeable Message Sign	702810A 702110	DAY	1	450,00 450.00	450.00 450.00	400:00 125.00	400.00 125.00	620,75 1,432.50	620.75 1,432.50
165	702600	Sequential Arrow Board Display	702110	DAY	1	150.00		125.00		955.00	955:00
166	703300	Reflective Barrier Delineator	703300	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pvmt Stripe 4": 380 IES 3M Tape	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmt Stripe 12"- 380 IES 3M Tape	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
<b>2171</b>	704765	Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Right) Arrow -380 IES 3M Tepe	704765	EACH	5	400,00	2,000.00	200.00	1,000.00	286.50	1,432 50
172	704766	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.008	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmt Mark Right Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmf Mark   Thru Arrow - 380 IES 3M Tape	704769	EACH	1,400,015	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Ratroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200,00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreliective Preformed Patterned Pyrnt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181 182	704784 704870	Retroreflective Preformed Patterned Pyrnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape Temporary Reflective Raised Pavement Marker	704784° 704870	EACH EACH	50	550.00 3.50	2,750,00 175,00	200.00 7.00	1,000.00 350.00	410.65 2.87	2,053.25 143.50
102	704870	Rigid Electrical Conduit 1" schedule 40 conduit	704670	EACH	50	3.50	1/5.00	7,00	300.00	2.01	143.50
183	109010	complete in place including all as-phalt pevernent on concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709010	ĽF	1,000	4.00	4.000 00	6.60	6,600.00	13.37	13,370.00 Pagading
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, tranching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit compose to place, including all as phalt pavement or concrete pavement or concrete pavement or cub cutting and patching, trenching, con-duit, and backfill	709030	LF	1,000	12:00	12,000.00	10.70	10,700.00	14.81	##14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard), complete installation including box, cover, conduit to controller cabinet ad detector loops, eli-asphalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000,00	800.00	1,600.00	513,79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (saw cut, placement of conductor's, seafant, 30 FT fead-in inclusive). Lead-ins- greater that 30 FT.	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290 00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh. Impact Atten, Unit Work Zones	720060	EACH	5	1,650.00	8,250,00	3,000,00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200,00	1,600.00	93.59	
196	801000	Construction Staking by Contractor	801000	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	
197	901012	Testing Allowance	901012			1.00		1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500,00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,000.00	100.00	2,000.00	66.85	
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

3,817,265.00 3,887,065.00 3,962,313.53 NMGRT 322,081.73 327,971.11 334,320.20 TOTAL 4,139,346.73 4,215,036.11 4,296,633.73



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMO	NAL CONTRACT ENANCE AGREEMENT SERVICES AGREEMEN RANDUM OF AGREEME FAGREEMENTS		CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDER JOINT POWERS AGREEMS CHANGE ORDERS		NG C
2	Name of Conf	tractor GM Emulsion, LL	<u>C</u>			······································
3	Complete info	ormation requested			Þ	Plus GRT
					г	Inclusive of GRT
	Origina	I Contract Amount:	Not to exceed \$4	<u>M</u>		
	Termin	ation Date:	· · · · · · · · · · · · · · · · · · ·			
	₽	Approved by Council	Date:	Pending		
	r	or by City Manager	Date:	<u> enace e e en encono communante e e e e e e e e e e e e e e e e e e </u>		
Contra	act is for: 19/	/01/B On Call Roadway &	Trails Construction	Services		
		S SERVICES RECORDS AND ASSESSED AND ASSESSED AND ASSESSED AND ASSESSED AND ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASSESSEDADAS ASS	o' earn ann thu ann ear ear 1965 a	ence description (COLD) (COLD) spicer begin review manual anneas adminis spaces, begins tenses to	2004 (2004) 2004( 2004)	
	Amend	ment#	to the Or	iginal Contract#		
	Increas	e/(Decrease) Amount \$				
	Extend	Termination Date to:		***************************************		
	r	Approved by Council	Date:			
	r	or by City Manager	Date:			
Amen	dment is for:					
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4	History of Co	ontract & Amendments:	(option: attach spre	adsheet if multiple amendments)	г	Plus GRT
					r	Inclusive of GRT
	Amount \$	of or	riginal Contract#	Termination Da	te:	
		Reason:				
	Amount \$			Termination Da	te:	minosi maragalagossaessai d'ambit so reveniracecconservi.
		Reason:				
	Amount \$ _		ndment #	Termination Da	te:	
	Amount ©	Reason:		Termination Dat	la ·	
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	Total of Orig	oinal Contract plus all ame	endments: \$		***************************************	saann-nere da ennye ond Gastan da ere et de enverence de



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)	
	RFP ☐ RFQ ☐ Sole Source ☐ Other ☞ RFB# '19/01/B	
6	Procurement History: N/A example: (First year of 4 year contract)	
7	Funding Source: Various BU/Line Item: Various	
8	Any out-of-the ordinary or unusual issues or concerns:	
	(Memo may be attached to explain detail.)	
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931	
	Division Contract Administrator: Amanda Archuleta	
	Division Director: John J. Romero	
	Department Director: Regina Wheeler	
#	Certificate of Insurance attached. (if original Contract)   Shirley Rodriguez '19/	01/B
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Procured through request for bids; use of lowest three qualified bidders.	
#	Prior year's contract amount?: N/A	
#	Describe service impact from an ongoing commitment to the contractor:  N/A	
#	Why staff cannot perform the work?:  Heavy construction needs for various upcoming projects	
#	If extending contract, why?: N/A	
#	Was a Santa Fe company awarded contract? If not, why?:  Yes	
#	Has the contract been approved as to form by City Attorney's Office?:  Yes.	
#	Is this for City Manager or Council approval?:  Yes, City Council	
	be recorded by City Clerk:	
	ntract#	
	e of contract Executed (i.e., signed by all parties):	
	e: If further information needs to be included, attach a separate memo.	
Con	mments:	

#### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and EMCO of Santa Fe, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to **(EMCO of Santa Fe, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure

to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

## 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

# 9. Status of Contractor

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

## 10. Assignment

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

## 11. Subcontracting

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

## 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

## 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

## 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

## 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. Appropriations

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

#### 18. Release

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

## 19. Confidentiality

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

## 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

## 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

## 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### 24. Equal Opportunity Compliance

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

# 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

# 26. Applicable Law

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

# 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

# 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

## 32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

## 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

# 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

## 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise

covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

## 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert:

Michelle Martinez, Project Administrator

City Name

Santa Fe

E-mail Address

mrmartinez1@ci.santa-fe.nm.us

Telephone Number

(505) 955-6931

Mailing Address.

500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

# 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: EMCO of Santa Fe, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK	
APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

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36	34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
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42         531001*         Permanent Anti-Grafititi Protective Coat         531001*         SF         2,500         1.20         3,000.00         1.50         3,750.00         1.06         2           43         540060         Reinfarced Bars Grade 60         540060         LB         15,000         1.20         18,000.00         1.50         22,500,00         1.20         18           44         543002         Metal Railing, Type D         543002         LF         500         25,00         12,500.00         30.00         15,000.00         85,00         42           45         541200         Structural Steef Ind Miscellaneous Structures         541200         LB         18,000         160         28,800.00         4.25         76,500.00         4.59         82           46         570012         Culvert Pipe         570018         LF         30         35.00         2,800.00         30.50         2,800.00         30.50           48         570024         24° Culvert Pipe         570018         LF         30         45.00         1,260.00         40.00         1,200.00         34.33         2           49         570025         24° Culvert Pipe End Section         570030         LF         30         450.00<												23,159.00
43   54000   Reinforced Bars Grade 60   540060   LB   15,000   1.20   18,000.00   1.50   22,500.00   1.20   18   15,000   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   1.50   12,500.00   1.50												
44         543002         Metal Railing, Type D         543002         LF         500         25.00         12,500.00         30.00         15,000.00         85.00         42           45         541200         Sincularial Steel for Miscellaneous Structures         541200         LB         18,000         11.60         28,800.00         42.25         76,500.00         45.99         32           46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         22.00         600.00         30.56           47         570018         16" Culvert Pipe         570018         LF         80         35.00         2,800.90         35.00         2,800.00         34.38         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         40.00         1,200.00         43.93         1           49         570032         24" Gulvert Pipe End Section         570025         EACH         2         250.00         50.00         500.00         500.00         36.90           50         570030         30" Culvert Pipe         570031         EACH         2         250.00         50.00         1,500.00												2,650.00 18,000.00
A5   541200   Structurel Steel for Miscellaneous Structures   541200   LB   48,000   1160   28,800.00   4.25   76,500.00   4.59   82   46   570012   LF   30   30.00   900.00   20.00   600.00   30.56   47   570018   18 Culvert Pipe   570012   LF   80   35.00   2,800.00   34.38   2   48   570024   24 Culvert Pipe   570024   LF   30   42.00   1,260.00   40.00   1,200.00   43.93   1   49   570025   24 Culvert Pipe End Section   570025   EACH   2   250.00   500.00   250.00   500.00   362.90   50   50   570030   LF   30   55.00   1,650.00   500.00   362.90   50   570031   30 Culvert Pipe End Section   570031   EACH   2   400.00   800.00   400.00   1,800.00   62.75   1   52   570036   35 Culvert Pipe End Section   570036   LF   30   60.00   1,800.00   60.00   1,800.00   62.75   1   53   570037   35 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.50   1,100.00   62.75   1   53   570034   48 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.00   1,200.00   680.50   1,146.00   2   55   570049   48 Culvert Pipe End Section   570048   LF   30   90.00   2,700.00   80.00   2,400.00   764.00   2   55   570049   48 Culvert Pipe End Section   5700425   LF   30   45.00   1,250.00   30.00   90.00   36.29   1   570.30   1,146.00   2   1,250.00   1,250.00   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   30.00   30.00   90.00   36.29   1   30.00   30.												42,500.00
46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         20.00         600.00         30.56           47         570018         18" Culvert Pipe         570018         LF         80         35.00         2,800.00         35.00         2,800.00         34.38         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         42.00         1,200.00         43.93         1           49         570025         24" Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570031         30" Culvert Pipe End Section         570030         LF         30         55.00         1,650.00         500.00         362.90           50         570031         30" Culvert Pipe         570034         EACH         2         400.00         800.00         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           5												82,620,00
48 570024 24" Culvert Pipe								900.00				916.80
49         570025         Z4**Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570030         30**Culvert Pipe         570030         LF         30         55.00         1,650.00         500.00         1,500.00         57.30         1           51         570031         30**Culvert Pipe End Section         570031         EACH         2         400.00         800.00         400.00         800.00         580.00												2,750,40
50         570030         30" Culvert Pipe         570030         LF         30         55.00         1,650.00         50.00         1,500.00         57.30         1           51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.09         800.00         400.90         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         600.00         1,800.00         627.55         1           53         1570937         36" Culvert Pipe End Section         570037         EACH         2         600.00         1,200.00         600.00         1,200.00         682.55         1           54         570048         48" Culvert Pipe End Section         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570494         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,600.00         1,250.00         2,600.00         1,460.00         2           57         570429         18" Storm Drain End Section         570429         EACH         2												1,317.90
51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.00         800:00         400:00         800:00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60:00         1,800.00         60:00         1,800.00         60:00         1,800.00         62.75         1           54         570048         48" Culvert Pipe End: Section         570048         LF         30         90:00         2,700.00         80:00         2,400.00         764:00         22           55         570049         48" Culvert Pipe End: Section         570049         EACH         2         1,300.00         2,600.30         1,250.00         2,500.00         1,46:00         2           56         570429         18" Storm Drain Pipe         570425         LF         30         45:00         30:00         90:00         36:29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200:00         400:00         30:00         90:00         36:70         1           58         570437         24" Storm Drain End Section         570437         LF         30<												725.80 1,719.00
52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           53         1570037         36" Culvert Pipe End Section         570037         EACH         2         600.00         1,200.00         600.00         1,200.00         688.50         1           54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570429         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,700.00         80.00         2,400.00         764.00         22           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain End Section         570437         LF         30         70.00												1,168.92
54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570049         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,600.00         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Fipe         570429         EACH         2         200.00         400.00         300.00         900.00         36.87.60         1           58         570437         24" Storm Drain Fipe         570437         LF         30         70.00         2,100.00         500.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,500.00         34.86         1           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1.250.00         20.00         1,000.00         32.48           61         601000         Removal of Structures and Obstructions         601090         LS         \$20,000.00         1.00         20,000.00	52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
55         570049         48" Culvert Pipa End Section         570049         EACH         2         1,300.00         2,600.90         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570441         EACH         2         300.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,500.00         34.86         1           60         571000         38" Diamondal Piate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$2,000.00         1,00												1,377.00
56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         10" Storm Drain End Section         570429         EACH         2         200.00         400.00         30.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         50.00         1,000.00         34.86         1           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20	3					<del></del>						22,920.00
57         570429         19" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,000.00         329.48           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601000         LS         \$ 20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>2,292.00 1,088.70</td></td<>												2,292.00 1,088.70
58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,000.00         329.48           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601090         LS         \$ 20,000.00         1.00         20,000.00												
60 571000 3/8" Diamond Plate 571000 SF 50 25.00 1,250.00 20.00 1,000.00 43.74 2 61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00		570437	24" Storm Drain Pipe						477.44 7 17.7 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		34.86	1,045.80
61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00	59	570441		570441		2	300.00					
02   001110   15000.00   001110   5000   2,000   2,001   12,000.00   5.00   15,000.00   2.30   15												

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7.664.25
66		Riprap Class G	602200	CY	75	180.00	13.500.00	150.00	11,250.00	109.83	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70 71		Drop Inlet Protection Type 1 Drop Inlet Protection Type 2	603250 603251	EACH EACH	1	125.00 125.00	125.00 125.00	200.00 175.00	200.00 175.00	191.00 169.99	191.00 169.99
72		Mulch Socks	603261	LF.	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75		Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76 77		Metal Barrier End-Treatment (Anchorage) End Treatment TL-3 End Terminal	606050 606051	EACH EACH	2 2	1,380.00 2,300.00	2,760.00 4,600.00	2,000.00 2,500.00	4,000.00 5,000.00	2,079.99 2,434.30	4,159.98 4,868.60
78		End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,434.50	4,775.00
79		End Treatment Thri-Beam End Anchorage	606050	EACH	2	1,500.00	3,000.00	2,000.00	4,000.00	1,671.25	3,342.50
80		Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2,50	1,250.00	5,00	2,500.00	6.31	3.155.00
82 83		Barbless Wire Fence 4' Chain Link Fence 6'	607005 607026	LF LF	500 200	2.50 20.00	1,250.00 4.000.00	5.00 20.00	2,500.00 4,000.00	5.97 26.27	2,985.00 5,254.00
84		Pedestrian/ Bicycle Railing	607079	LF	500	42.00	21,000.00	40.00	20,000.00	63.03	31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	1	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87 88		Concrete Sidewalk 4" (Colored) (1-100 SY) Concrete Sidewalk 4" (101-500 SY)	608005* 608004A*	SY SY	100 500	54.00 45.50	5,400.00 22,750.00	52.50 45.00	5,250.00 22,500.00	59.69 42.98	5,969.00 21,490.00
89		Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	45.00 50.00	25,000.00	42.98 47.55	23,775.00
90	608004B*	Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92 93		Drive-Pad 6" Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50	135,000.00	27.94 27.94	55,880.00
			<del></del>		1	······································	<u> </u>	73,35	146,700.00		55,880.00
94 95		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY SF	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
96		Detectable Warning Plastice ADA Ramp	608300 608400*	SY	1,000 300	25.00 60.00	25,000.00 18,000.00	25,00 63.00	25,000.00 18,900.00	23.40 57.30	23,400.00 17,190.00
97		ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100		12"-18" Tall Cut-off Wall	609202* 609202A*	LF LF	250 250	22.00 24.00	5,500.00	30.00 35.00	7,500.00	13.23 16.00	3,307.50
102		12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF LF	250	24.00	6,000.00 6,000.00	30.00	8,750.00 7,500.00	18.15	4,000.00 4,537.50
103		Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF	500	20.00	10,000.00	25.00		16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Golored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	- 7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF		20.00		30.00	15,000.00	17.39	8,695.00
		Calared Calared			500		10,000.00				
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875,00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15,43	7,715.00
116		Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
1.1000000000000000000000000000000000000		Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)								ACAR (0.000) N. C. C. C. C. C. C. C. C. C. C. C. C. C.	30.000
117	609424A*	Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27,50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	(251+LF) Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00		27.70	
144	, 000400	( Carb G Carb G Care C AGO (1-50 Er)	1 000-700	1	J	30.00	1 300.00	30.00	1 300.00		1 001.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417,50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30,00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750,00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000,00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Tranverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141 142	623600 632000	Junction Box Class A Seeding	623600 632000	EACH ACRE	1	400.00 5,000.00	400.00 5,000.00	500.00 9,000.00	500.00 9,000.00	658.95 2,758.04	658.95 2,758.04
143	632020	Class C Seeding	632020	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Steep Slope Seeding	632100	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension Manhole Adjustments (Frame and collar to be	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147 148	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH		400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149		Water Valve Adjustment	663850	EACH	5	350.00	1,750,00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151 152		Mail Box Installation-Single Crusher Fines	667110 667209	EACH CY	500	150.00 20.00	150.00 10,000.00	250,00 20.00	250.00 10,000.00	119,38 55,39	119.38 27,695.00
153		Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154		Lay New Brick Sidewalk	667505	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155 156		Remove and Reset Brick Sidewalk Litter Receptacle	667510 667515	SY EACH	300 20	80.00 900.00	24,000.00 18,000.00	90.00 250.00	27,000.00 5,000.00	85.95 1,098.25	<b>25,785.0</b> 0 21,965.00
157	667520A	Park Bench 6'	667520A	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158 159		Park Bench 8' Panel Signs	667527B 701000	EACH SF	20 150	1,100.00 16.00	22,000.00 2,400.00	750.00 15.00	15,000.00 2,250.00	1,499.35 17.53	29,987.00 2,629.50
160		Remove and Reset Panel Signs	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Marion U-	701100	LF	250	11.00	2,750,00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450,00	450.00	400.00		620.75	620.75
164	702110	Portable Changeable Message Sign	702110	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165 166	702600 703300	Sequential Arrow Board Display Reflective Barrier Delineator	702600 703300	DAY EACH	10	150.00 60.00	150.00 600.00	100,00 25.00	100.00 250.00	955.00 16.24	955,00 162,40
167	704000	Retroreflectorized Painted Markings 4" Layout	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168		Inclusive Retroreflectorized Painted Markings 12" Layout	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Inclusive Retroreflective Preformed Patterned Pvmf Stripe 4"-	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2,68	1,340.00
170	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Stripe 12"-	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
		380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark				27542a (1220 Alaba Alaba 2006) (122					a conservação esta esta de destribuição de la conservação de la co
171	704765	Combo (Thru & Right) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark	704765	EACH	5		2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmt Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458 40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark: Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES SM Tape	704771	EACH	5	550.00	2,750.00	200,00	00.000,1	382,00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retrorallective Preformed Patterned Pvmt Mark, Word (PED) - 380 IES 3M Tape	704775	EACH	10 10 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	550.00	2,750.00	200:00	1,000 00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200,00	1,000.00	358.13	1,790.65
181	704784	Retrorallective Preformed Patterned Pyrnf Mark Bike   Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7,00	350.00	2.87	143.50
183		Rigid Electrical Conduit 1' schedule 40 conduit complete in place, Including all as phalf pevement of concrete pavement or curb outling and patching, trenching, con-duit, and backfill.	709010	LF	1,000	4.00	4,000.00	6,60	6,600.00	13.37	13,370.00
184	700020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	(09030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt payament or curb cutting and patching, trenching, con-duit, and backfill as a second conduit.	709030	EFICATION	1,000	12.00	12,000 00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loods, all aspitalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EAGH	2	500.00	1,000.00	800,00	1,600.00	513.79	1,027,58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cuttling, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (Saw Cut, placement of conductor's, sealant, 30 FT lead-in inclusive), Lead-insigneter that 30 FT	713036	EACH	50	700.00	35,000.00	700.00	35,000.00	382,00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	NANCOS (2000 2000 2000 2000 2000 2000 2000 20	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT-lead-in inclusive).	713032	EAGH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh Impact Atten. Unit Work Zones	720060	EACH	5	-1,650.00	8,250.00	3,000,00	15,000.00	1,071.25	5,356.25
194 195	721000 721101	Removal of Pavement Stripe (Water Blasting)	721000 721101	LF EACH	200	5.00 100.00	1,000.00 800.00	2.50 200.00	500,00 1,600,00	2.39 93.59	478.00 748.72
196	801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	801000	LS	\$ 10,000,00	1.00	10,000,00	1.00	10,000.00	1.00	10,000,00
197	901012	Testing Allowance	901012		\$25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,060.00		2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Section to be completed by department for each contract or contract amendment

1	MAIN' LEGA MEMO	INAL CONTRACT TENANCE AGREE L SERVICES AGRI DRANDUM OF AGI IT AGREEMENTS	EEMENT	  - 		CONTRACT A LICENSE AGR MEMORANDU JOINT POWER CHANGE ORD	EEMENT M OF UNDER RS AGREEME		ING F
2	Name of Co	ntractor EMCO of	Santa Fe, LLC	······································	···········				
3	Complete int	formation requested	j					P	Plus GRT
								۲	Inclusive of GRT
	J	al Contract Amount	<u></u>	xceed \$4	***************************************	**************************************			
	Termi	nation Date:							
	F	Approved by Co	uncil	Date:	Pendi	ng	**************************************		
	Γ	or by City Manag	jer	Date:					
Contra	act is for: 19	9/01/B On Call Roa	dway & Trails Con	struction	Service	s			
			2 100000 20000 20000 100000 20000 00000 1000			MART 20000 SERVE SAME TAKES SAME SAME			•
	Amen	dment #		to the Or	iginal Co	ontract#			
	Increa	se/(Decrease) Amo	ount \$						
	Extend	d Termination Date	to:	· · · · · · · · · · · · · · · · · · ·					
	۲	Approved by Cou	uncil	Date:	***************************************				
	۲	or by City Manag	er	Date:	***************************************				
Amen	dment is for:						***		
			: was and was and and	-					
4	History of C	ontract & Amenda	nents: (option: att	ach sprea	edsheet	if multiple ame	ndments)	Γ	Plus GRT
								۲	Inclusive of GRT
	Amount \$		of original Con	tract#	***************************************	Te	rmination Date	e;	
			<del></del>						
	Amount \$						rmination Date	ə:	
	A								
	Amount \$	Reason:	amendment#_				rmination Date	9:	······································
	Amount \$	11003011.	amendment#			Te	rmination Date	e;	
		S	***************************************					***************************************	
	Total of Or	iginal Contract plus	all amendments:	\$					



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP □ RFQ □ Sole Source □ Other □ RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract)
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Procured through request for bids; use of lowest three
#	Prior year's contract amount?: N/A
#	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
#	If extending contract, why?:  N/A
#	Was a Santa Fe company awarded contract? If not, why?:  Yes
#	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
'nh	e recorded by City Clerk:
	tract #
	of contract Executed (i.e., signed by all parties):
	:: If further information needs to be included, attach a separate memo.
	ments:
JOIT	ments.

## City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Allied 360 Construction, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

## 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (Allied 360 Construction, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

## 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice: City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

## 9. Status of Contractor

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

#### 10. Assignment

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

## 11. Subcontracting

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

## 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

# 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

## 17. Appropriations

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

## 18. Release

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

## 19. Confidentiality

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

## 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

# 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

## 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## 24. Equal Opportunity Compliance

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

## 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

## 26. Applicable Law

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

# 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

## 29. 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.

## 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

## 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

## 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

## 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service:
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

## 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: Allied 360 Construction, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

	111					G/v	f Emulsions	EMC.	O of Santa Fe	Allied 3	60 Construction
484	Item No.	Item Description	Item No.	Units	Apprx, Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
3 1964	201000	Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000,00	1.00	20,000.00	1.00	20,000.00
2 3	203000 203100	Unclassified Excavation Borrow	203000 203100	CY	300 300	10.00 15.00	3,000.00 4,500:00	3.50 11.00	1,050.00 3,300.00	14.33 17.72	4,299.00 5,31 <b>6.00</b>
4		Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
7675	203205	Subexcavation and Recompaction	203205	GY	500	15,00	7,500.00	10.00	5,000.00	21.97	10,985.00
6		Subgrade Preparation (1-500SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7		Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25,	375.00	1,91	2,865.00
8 9		Subgrade Preparation (1501+ SY/IN) Linear Grading	207000B 208000	SY/IN MILE	3,500	0.30 3.000.00	1,050.00 3,000.00	0.25 5,000.00	875.00 5,000.00	0.45 5.730.00	1,575.00 5,730.00
10		Blading and Reshaping	209000	MILE	1	5.000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
99		Excevation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00		22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1,875.00	1.50 1.40	750.00 2,100.00	2.82 2,44	1,410.00 3,660.00
16		Base Coarse (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17		Open Graded Friction Couse Complete (5/8)"	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18		Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19 19 19		Fog Seal for Roadway	407001A	TON	30		First and 27,000.00	800.00	24,000.00	816.53	24,495.90
20 21		Fog Seal for Trails Prime Goat Material	407001B 408100	TON	30 3€	1,000.00 900.00	30,000.00 27,000.00	900.00	27,000.00 27,000.00	926.35 942.59	27,790.50 28,277.70
22		Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6"	411100	LB	20,000	3.00	60,000.00	3.00	60,000.00	4.73	94,600.00
		Wide Cracks)	A			and the second second second	A CONTRACTOR OF THE PROPERTY O			198123 - 1884 - 1896 - 18	and the second second second
24		Cold Milling (Asphalt) (1-10,000 SY/IN)	414000 414000A	SY/IN SY/IN	10,000	1.33	13,300.00	1.30 1.30	13,000.00 65,000.00	2.11 2.01	21,100.00
25 26		Cold Milling (Asphalt) (10,001-50,000 SY/IN) Cold Milling (Asphalt)(50,001+ SY/IN)	414000A 414000B	SY/IN	50,000 75,000	1.33 1.33	66,500.00 99,750.00	1.30 1.30	65,000.00 97,500.00	1.87	100,500.00 140,250.00
27	THE SHAREST PROPERTY OF THE PARTY Minor Pavement	416000	SY/IN	2,500	12.00	30,000.00	6.00	15,000.00	7.31	18,275.00	
28	417000	Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29 1030		Asphalt Curb (6" Width)	417100	LF	2,500		**************************************			10.37	25,925.00
30		HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6,00	60,000.00	5.75	57,500,00 287,500,00	8.93 7.50	89,300.00
31		HMA-SP-III Complete(10:001-50,000 SY/IN) HMA-SP-III Complete (50,001+SY/IN)	4234250A 423250B	SY/IN SY/IN	50,000 75,000	5,00 4.50	250,000.00 337,500.00	5.75 5.75	431,250.00	6.12	375,000.00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00		2,800.00		3,096.00
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B	HMA-SP-IV Complete-6422 Oil (50:0001+ SY/IN)	423283B	SY/IN	75.000	7.00	525,000.00	5.75	431,250,00	5.64	423,000.00
		Concrete Pvmt Complete-Replace In-Kind Dowelled &		f	1		<u> </u>	1	<u> </u>	1	·
36	451060	Wire Mesh	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
37	511000	Structural Concrete, Class A	511000	CY	50	600.00				439.30	21,965.00
38 39	511500 511501	Concrete Patch Work (1/4" to 1/2" thick) Stucco (Color Determined Per Project)	511500 511501	SF SF	1,500 1,500	3.50 3.00	5,250.00 4,500.00	3.00 5.00	4,500.00 7,500.00	4.06 4.06	6,090.00 6,090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000=	Flowable Fill	516000	CYCALOR	- 1 No. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		6,000.00			133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1,06	2,650.00
43 44	540060 543002	Reinforced Bars Grade 60 Metal Railing, Type D	540060 543002	LB LF	15,000 500	1.20 25.00	18,000:00 12,500.00	1.50 30.00	22,500.00 15,000.00	1.20 85.00	18,000.00 42,500.00
45	541200	Structural Steel for Miscellaneous Structures	541200	LF	18,000	1.60				4.59	82,620.00
46	570012	12" Culvert Pipe	570012	LF	30	30.00	900.00	20.00	600.00	30.56	916.80
47		18" Culvert Pipe Market	570018	LF	80	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
48 49	570024 570025	24" Culvert Pipe	570024 570025	LF EAGH	30	42.00 250.00	1,260.00	40.00 250.00	1,200.00 500.00	43.93 362.90	1,317.90 725.80
50	570030	24" Gulvert Pipe End Section 30" Culvert Pipe	570025 570030	LF	30	250.00 55.00	500:00 1,650,00		1,500.00	57.30	1,719.00
51	570031	30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00		800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
11.153		36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00			688.50	1,377,00
54		48" Culvert Pipe	570048	LF	30 2		2,700.00 2,600.00		2,400.00 2,500.00	764.00	22,920.00 2,292.00
56 56		48" Culvert Pipe End Section 118" Storm Drain Pipe	570049 570425	LF	30	1,300.00 45.00	1,350.00		900.00	36.29	2,292.00 1,088.70
57		18" Storm Drain End Section	570429	EACH	2						
58	570437	24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00			1,000.00		658.96
60 61		3/8" Diamond Plate Removal of Structures and Obstructions	571000 601000	SF LS	\$ 20,000.00	25.00 1.00	1,250.00 20,000.00		1,000.00 20,000.00	43.74 1.00	2,187.00 <b>20,</b> 000.00
62		Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00		15,000.00	2.90	14,500.00
63	602000	Riprap Class A	602000	CY	75	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00
64	601010	Riprap Class B	601010	CY	75	200.00	15,000.00	150.00	11,250.00	100.28	7,521.00

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7,664.25
66	602200	Riprap Class D Riprap Class G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	102.19	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68	603200	Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15,00	900.00	30.00	1,800.00	19.10	1,146.00
70		Drop Inlet Protection Type 1	603250	EACH EACH	1	125.00 125.00	125.00	200.00	200.00	191.00	191.00
71 72		Drop Inlet Protection Type 2 Mulch Socks	603251 603261	LF LF	500	2.25	125.00 1,125.00	175.00 2.25	175.00 1,125.00	169.99 2.15	169.99 1,075.00
73	603280	SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75	606010	Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25:00	12,500.00	28.75	14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77 78	606051 606052	End Treatment TL-3 End Terminal End Treatment TL-2 End Terminal	606051 606052	EACH EACH	2 2	2,300.00 2,000.00	4,600.00 4,000.00	2,500.00 2,500.00	5,000.00 5,000.00	2,434.30 2,387.50	4,868.60 4,775.00
79	606050	End Treatment Thri-Beam End Anchorage	606050	EACH	2	1.500.00	3,000.00	2,000.00	4,000.00	1.671.25	3,342.50
80	606499	Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81	607004	Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF (F	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84	607026 607079	Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	LF LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1.000.00	912.03	912.03
86	608004*	Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87	608005*	Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88	608004A* 608005A*	Concrete Sidewalk 4" (101-500 SY)	608004A* 608005A*	SY SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
89 90	608004B*	Concrete Sidewalk 4" (Colored) (101-500 SY) Concrete Sidewalk 4" (501+SY)	608004B*	SY SY	500 600	42.00	25,200.00	42.50	25,500.00	47.55 45.84	27,504.00
91	608005B*	Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24.000.00	50.00	30,000.00	50.62	30,372.00
92	608106*	Drive-Pad 6"	608106*	SY	2,000	52.00	104,000.00	67.50	135,000.00	27.94	55,880.00
93	608106A*	Drive-Pad 6" (Colored)	608106A*	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,880.00
94	608204*	Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95	608300	Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23,40	23,400.00
96 97		ADA Ramp ADA Ramp (Colored)	608400* 608400A*	SY SY	300 300	60.00 62.00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF LF	250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
102 103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318* 609318A*	LF	250 500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Guller 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF	500	20.00	10,000,00	30.00	15,000.00	17.39	8,695.00
		Colored									
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27,99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
116	609424*	Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
		Colored							6,250.00	23.83	5,957.50
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00				
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750.00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	621000_	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2,00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	<u>1</u> 1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142		Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020 632100	Class C Seeding	632020	ACRE ACRE	1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
144 145	632300	Steep Slope Seeding Manhole Extension	632100 632300	EACH	8	300,00	2,400.00	750.00		620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147 148	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH	<u>8</u> 2	400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149	663850	Water Valve Adjustment	663850	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150 151	663855 667110	Adjust Valve Box to Grade Mail Box Installation-Single	663855 667110	EACH EACH	3	300.00 150.00	900.00 150.00	250.00 250.00	750.00 250.00	286.50 119.38	859.50 119.38
152	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153 154		Bollard Lay New Brick Sidewalk	667500 667505	EACH SY	50 500	550.00 95.00	27,500.00 47,500.00	150.00 125.00	7,500.00 62,500.00	315.15 86.91	15,757.50 43,455.00
155	667510	Remove and Reset Brick Sidewalk	667510	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156 157		Litter Receptacle Park Bench 6'	667515 667520A	EACH EACH	20 <b>2</b> 0	900.00 800.00	18,000.00 16,000.00	250.00 500.00	5,000.00 10,000.00	1,098.25 1,203.30	21,965.00 24,066.00
158		Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159 160	701000 701030	Panel Signs Remove and Reset Panel Signs	701000 701030	SF EACH	<b>1</b> 50 20	16.00 100.00	2,400.00 2,000.00	15.00 100.00	2,250.00 2,000.00	17.53 94.55	2,629.50 1,891.00
161	701030	Steel/Base Post for Aluminum Signs (Marion U-	701000	LAGIT	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	230	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164 165	702110 702600	Portable Changeable Message Sign Sequential Arrow Board Display	702110 702600	DAY DAY	1	450.00 150.00	450.00 150.00	125.00 100.00	125.00 100.00	1,432.50 955.00	1,432.50 955.00
166	703300	Reflective Barrier Delineator	703300	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910,00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pvmt Stripe 4"- 380 IES 3M Tape	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmt Stripe 12"- 380 IES 3M Tape	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Right) Arrow -380 IES 3M Tepe	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pymf Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600,00	401.10	1,203.30
177	704771	Retigreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pvmt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	304 5	550:00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7.00	350.00	2.87	143.50
183	709010	Rigid Electrical Conduit 1" schedule 40 conduit or complete in place, including all as-phair pevernent or concrete pavernent or curth cutting and patching, trenching, con-duit, and backfill	709010	LF	1,000	4.00	4,000.00	6.60	6,600,00	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8,00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt bavement or concrete payement or curb cutting and patching, trenching, con-duit, and backful	709030	LF	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet addetector foots, all aspiralt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
		5x6 Magnetic Loop Detector complete in place with conductors to pull bax, (saw cut, placement of	The state of the Paper	e e e e e e e e e e e e e e e e e e e	STATE OF THE PARTY		1000	QUESTION IN	4000	All the second	
189	713030	conductor's, sealant, 30 FT lead-in inclusive). Lead-ins- greater that 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00 35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant. inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh: Impact Atten. Unit Work Zones	720060	== EACH	5	1,650.00	8,250.00	3,000.00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF.	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195 196	721101 801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	721101 801000	EACH LS	\$ 10,000.00	100,00 1.00	800.00 10,000.00	200,00 1.00	1,600.00 10,000.00	93:59 1.00	748.72 10,000,00
197	901012	Testing Allowarice	901012	ALLOWANCE		1.00		1.00		1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	13868120	100.00		100.00	2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



# City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMC	NAL CONTRACT ENANCE AGREEME L SERVICES AGREEI BRANDUM OF AGREE T AGREEMENTS	MENT			CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDERST JOINT POWERS AGREEMENT CHANGE ORDERS		ING F
2	Name of Cor	stractor Allied 360 Co	nstruction, LLC					( <del></del>
3	Complete infe	ormation requested					V	Plus GRT
							г	Inclusive of GRT
	Origina	al Contract Amount:	Not to ex	ceed \$4	M.	umumumaa, umqqqpu		
	Termin	ation Date:				Minute.		
	₽	Approved by Counc		Date:	Pendi	ing		
	r	or by City Manager		Date:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Contra	ct is for: 19	/01/B On Call Readwa	ay & Trails Cons	struction	Service	9S		]
		m syrim baha talah lamah dakan dalah balah talah terma		MAN SAME BOOM &		Defines provide Services Georgia Services habitati deplatat distincto balancio sistembili libericia distribut libericia	1 1000 Print	
	Amend	lment#		to the Or	iginal C	ontract#		
	Increas	se/(Decrease) Amount	t\$		***************************************	**************************************		
	Extend	Termination Date to:	<b>W</b>			***		
	г	Approved by Counc	il	Date:		- Annie		
	<b>r-</b>	or by City Manager						
Amend	ment is for:		***************************************					1
		- 100000 100000 100000 100000 100000 100000 100000	PRODUCE CONTRACT STREET SPECIAL SPECIAL SPECIAL			Marcon Accord action defined accord actions statute action between marcon beauth accord	, mar 2000	
4	History of Co	ontract & Amendmer	its: (option: atta	ach sprea	dsheet	if multiple amendments)	r	Plus GRT
							<b></b>	Inclusive of GRT
	Amount \$		of original Contr	ract#		Termination Date:		
		Reason:						init.
	Amount \$ _		amendment#			Termination Date:		NA-NA-MARIAMANA
		Reason:						
	Amount \$ _	-	amendment#_			Termination Date: _		
	Amount ¢	Reason:	- # amendment			Termination Date:		
	, anount & "	Reason:				i omination Date, _		
	Total of Ori	ginal Contract plus all	amendments:	\$	***************************************	**************************************	****************	<u>ECONOMICAL ENTERNATURE ENTERNATURE EN E</u>



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP □ RFQ □ Sole Source □ Other ► RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract) \( \bar{\sigma} \) Shirley Rodriguez \( \bar{19/01/19} \)
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:  Qualified bidders.  Procured through request for bids; use of lowest three
#	Prior year's contract amount?: N/A
#	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?:  Heavy construction needs for various upcoming projects
#	If extending contract, why?: N/A
#	Was a Santa Fe company awarded contract? If not, why?:  Yes
#	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
Γο E	pe recorded by City Clerk:
Con	tract #
Date	of contract Executed (i.e., signed by all parties):
Vote	e: If further information needs to be included, attach a separate memo.
Con	nments:
	•



## City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

City Of Santa Fe PO BOX 909 Santa Fe NM, 87504

Business Name: GM EMULSION LLC

Location: 5935 AGUA FRIA ST

Class: CONTRACTOR - GENERAL

Comment:

Control Number: 0052966

License Number: 18-00110289

Issue Date January 11, 2018

Expiration Date December 31, 2018

GM EMULSION LLC 5935 AGUA FRIA ST

SANTA FE NM 87507

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

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

**GMEMULS-01** 

CEDISON



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2018

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.

1	f SUBROGATION IS WAIVED, subje his certificate does not confer rights t	ct to	the cert	terms and conditions of lifecate holder in lieu of su	ich end	dorsement(s)	).		sement.	. A st	atement on
	DDUCER License # 0757776				CONTA NAME:	c⊤ Michelle	Vialpando				
HU 290	B International Insurance Services (N S Rodeo Park Drive East, Suite 100	MX)			PHONE (A/C, N	o, Ext): (505) 9	992-1873	FA (A/	X (C, No):(8	366) 6	21-0427
	nta Fe, NM 87505			•	E-MAIL ADDRESS: michelle.vialpando@hubinternational.com						
						IN:	SURER(S) AFFO	RDING COVERAGE			NAIC#
					INSURE	RA: ACUIT	r. A Mutual	Insurance Comp	any		14184
INSI	URED				1			New Mexico			
	GM Emulsion LLC				INSURE					***************************************	
	5935 Agua Fria St.				INSURE						
	Santa Fe, NM 87507				INSURE	······································			~*********** <del>*********</del>		
					INSURE			***************************************			
co	VERAGES CER	TIFI	CAT	E NUMBER:				REVISION NUMBI	EB.		
tř C	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY F PERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	ES C EQU PER POLI	F INS	SURANCE LISTED BELOW I ENT, TERM OR CONDITION , THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A	NY CONTRA 7 THE POLIC REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	RED NAMED ABOVE R DOCUMENT WITH F BED HEREIN IS SUBJ	FOR TH	OT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADDI	SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α								EACH OCCURRENCE		3	1,000,000
	CLAIMS-MADE X OCCUR			Z42975		04/12/2018	04/12/2019	DAMAGE TO RENTED PREMISES (Ea occurren	nce) 5	\$	250,000
	χ PD Ded: \$500							MED EXP (Any one pers	- 1	5	10,000
								PERSONAL & ADV INJU	JRY S	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER	ļ						GENERAL AGGREGATE	E S	5	3,000,000
	POLICY X PROL LOC							PRODUCTS - COMPION	AGG	5	3,000,000
	OTHER:								وا	\$	
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIM (Ea accident)	AIT S	3	1,000,000
	X ANY AUTO			Z42975		04/12/2018	04/12/2019	BODILY INJURY (Per pe	rson) S	\$	
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per ac	cident) 9	<b>3</b>	
	X HIRED ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	s	•	
									5	5	
A	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	5	······································	7,000,000
	X EXCESS LIAB CLAIMS-MADE			Z42975		04/12/2018	04/12/2019	AGGREGATE	5	5	7,000,000
	DED X RETENTIONS 0								s	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE	OTH- ER		
		l		5752		01/01/2018	01/01/2019	E.L. EACH ACCIDENT	s		2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	1					E.L. DISEASE - EA EMP	LOYEE	<u> </u>	2,000,000
	If yes, describe under OESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY			2,000,000
Α	Leased/Rented Eqpt			Z42975		04/12/2018	04/12/2019	Ded: \$1,000			665,000
DES RE:	cription of operations / Locations / Vehic Bid Number: '18/22/B - On Call Roadwa	y & T	ACOR	o 101, Additional Remarks Schedu Construction Services	le, may b	e attached if mor	e space ls requi	red)			
CE	RTIFICATE HOLDER				CANC	ELLATION					
<u>~</u> =	NIL IOATE NOLDER		·····		CANC	ALLEN HUN					
	City of Santa Fe, Public Wor Roadway & Trails Engineeri PO Box 909							ESCRIBED POLICIES EREOF, NOTICE W Y PROVISIONS.			
	Santa Fe, NM 87504-0909				AUTHORIZED REPRESENTATIVE  Ray IV Cushijida						

ACORD 25 (2016/03)

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## City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS INCOMPLIANCE WITH THE CITY OF SANTA FELLYING WAGE ORDINACE, \$28-ESECC 1987

Official Document Please Post

City Of Santa Fe PO BOX 909 Santa Fe NM, 87504

Business Name: EMCO OF SANTA FE LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0062604

License Number: 18-00117679

Issue Date January 16, 2018

Expiration Date <u>December 31, 2018</u>

EMCO OF SANTA FE LLC 3810 OLIVER RD

SANTA FE NM 87507

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

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2017

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

th	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER						CT	···			
	dels Insurance, IncSanta Fo St. Michaels Drive	2			NAME: PHONE (A/C, No E-MAIL	o. Ext): (505	982-430	2 FAX (A/C, No	); (505)	989-9186
Sa	ta Fe NM 87505				ADDRE	SS:		<b>,</b>		1
	· · · · · · · · · · · · · · · · · · ·				INSURER(S) AFFORDING COVERAGE				NAIC#	
				(505) 474-7094	INSURER A: Donegal Mutual Insurance Compa				13692	
EMCO of Santa Fe, LLC				INSURER B:						
3810 Oliver Road					INSURE	***************************************				
					INSURER D : INSURER E :					
Santa Fe NM 87507						RF:				
CO	/ERAGES CER	TIFIC	CATE	NUMBER: Cert ID 23	····		······································	REVISION NUMBER:		<u> </u>
IN CI	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		ADDL	SUBR		DEEN		POLICY EXP (MM/DD/YYYY)	131	UTC	·
LTR A	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY	INSD	WYD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		IITS S	1,000,000
n	CLAIMS-MADE X OCCUR			CPP025481705		12/31/2017	12/31/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	8	100,000
	J 02 (10 10 10 10 10 10 10 10 10 10 10 10 10 1			011000101700		, 02, 202.	14,02,20	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGO		2,000,000
	OTHER:							Empl Benefits Lia	ь \$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ ;	1,000,000
A	X ANY AUTO			BAP025480905		12/31/2017	12/31/2018	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider	t) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	X UMBRELLALIAB X OCCUR			UMB025527805		12/31/2017	12/31/2018	EACH OCCURRENCE	\$ !	5,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ :	5,000,000
	DED RETENTION \$							Localion	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV025526405		01/01/2018	01/01/2019	X PER STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	500,000
	(Mandatory in NH)					:		E.L. DISEASE - EA EMPLOYE		500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	ļ	ļ					E.L. DISEASE - POLICY LIMIT	î <b>  \$</b>	500,000
A	Scheduled Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$ :	2,359,100
Α	Leased/Rented Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$	500,000
All	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All operations of the insured per policy conditions. Liability: Continental United States; Work Comp: NM									
Or-										
UEF	TIFICATE HOLDER			<u> </u>	UANC	ELLATION	······································			
Cit	City of Santa Fe					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
500	Market Street			ľ	AUTHO	RIZED REPRESE!	TATIVE		Macadonnimini	datilaeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeee
San	Santa Fe NM 87501					1- Mm				

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Santa Fe NM 87501



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, 828-1 SPCC 1987

Official Document
Please Post

PO BOX 909 Santa Fe NM, 87504

Business Name: ALLIED 360 CONSTRUCTION LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0071983

License Number: 18-00151446

Issue Date May 23, 2018

Expiration Date <u>December 31, 2018</u>

ALLIED 360 CONSTRUCTION LLC PO BOX 1913

**ESPANOLA NM 87532** 

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

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/16/2018

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

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

		1 011001001110111031.						
PRODUCER Brown & Brown of NM-Santa Fe			CONTACT CL House Acct					
	Brown of NM-Santa Fe Steo N10. Suite D		PHONE (A/C, No, Ext): 505-455-7355 FAX (A/C, No): 505-455					
Santa Fe, NM 87505 CL House Acct			E-MAIL ADDRESS:					
OF House	MULL		INSURER(S) AFFORDING COVERAGE	3E	NAIC #			
			INSURER A : Cincinnati Insurance Compa	ny	10677			
INSURED	Allied 360 Construction LLC PO Box 1913	ction LLC	INSURER B : New Mexico Assurance Com	pany	13673			
	PO Box 1913 Espanola, NM 875	532	INSURER C :					
	Espanoia, Min of 5		INSURER D :					
			INSURER E :					
			INSURER F:	0.000.000.000.000.000.000.000.000.000.				
COVERA	GES	CERTIFICATE NUMBER:	REVISION N	IUMBER:				

T	415 1	S TO CERTIFY THAT THE POLICIES	OF !	NSUF	RANCE LISTED BELOW HAVE BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR T	HE PO	DLICY PERIOD
IN	DICA	TED, NOTWITHSTANDING ANY RE	QUIF	REME	NT, TERM OR CONDITION OF AN	Y CONTRACT	OR OTHER !	DOCUMENT WITH RESPE	CT TO	WHICH THIS
		FICATE MAY BE ISSUED OR MAY							D ALL	THE TERMS,
	CLL	ISIONS AND CONDITIONS OF SUCH				REDUCED BY	PAID CLAIMS.			
YSR TR		TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	(WWWDDYYYY)	LIMIT	s	
Д	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			TBD	07/02/2018	07/02/2019	DAMAGE TO RENTED PREMISES (Ea goourrence)	S	300,000
								MED EXP (Any one person)	\$	5,000
			I	(		1			3	

000 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO 2,000,000 POLICY LOC PRODUCTS - COMP/OP AGG S s OTHER. COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 X A OTUA YMA TBD 07/02/2018 07/02/2019 BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED ALLOWNED AUTOS BODILY INJURY (Per accident) 5 PROPERTY DAMAGE (Per accident) 5 HIRED AUTOS AUTOS \$ Х UMBRELLA LIAB 1,000,000 OCCUR EACH OCCURRENCE 5 EXCESS LIAB TBD 07/02/2018 07/02/2019 1.000,000 A CLAIMS-MADE AGGREGATE 10000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? 0096519.101 07/02/2018 08/21/2018 1,000,000 EL EACH ACCIDENT Y 1,000,000 (Mandatory in NH) EL DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 EL DISEASE - POLICY LIMIT S

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

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

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## ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 12/17/18 FOR CITY COUNCIL MEETING OF 01/09/19

t) Request for Approval of Award and Construction Agreement in the Amount not to Exceed \$4,000,000 Exclusive of NMGRT for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., Allied 360 Construction LLC. (David Quintana, Project Administrator, mrmartinez1@ci.santa-fe.nm.us, 955-6931)

#### **FINANCE COMMITTEE ACTION:**

Approved as consent item.

#### **FUNDING SOURCE:**

#### **SPECIAL CONDITIONS OR AMENDMENTS**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR RIVERA	absent		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	absent		
CHAIRPERSON ABEYTA	Х		

3-19-18

#### CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor(s) Name:	GM Emulsion, EMCO, and Allied 360 Construction
Procurement Title:	On Call Construction Services
Solicitation RFB#:	'19/01/B
Department Requesting	g/Staff Member Public Works/ Engineering/ Michelle Martinez
shall contain the basis of and all other document The procurement shall o	nents: I be maintained for all contracts, regardless of the method of procurement. The procurement file on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations ation related to or prepared in conjunction with evaluation, negotiation, and the award process. contain a written determination from the Requesting Department, signed by the purchasing be reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMEN	NTS FOR APPROVAL BY PURCHASING*
YES N/A  Approved Departre Bid Tab BAR FIR Contract Current Summa Certification Other:  Michelle Martinez – Pro Department Rep Printed	ed Procurement Checklist (by Purchasing) ments Recommendation of Award Memo addressed to Finance  et, Agreement or Amendment Business Registration and CRS numbers on contract or agreement ry of Contracts and Agreements form ate of Insurance  pject Administrator
Shirley Rodre	iguez 12-05-18
Purchasing Officer attes	ting that all information is reviewed
Final RF Copy of All adde Plan hol	d Document Q legal solicitation published in the newspaper, website, etc.
Copies o	of all bid submittals

	$\boxtimes$	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor
	$\square$	regarding disqualifications  Oral presentations (sign-in sheets, presentation materials, etc.)  Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions,
		negotiations, and/or best and final offers, etc. Reference Reviews/Reference Check Questionnaires Individual evaluations included for each RFP. Pricing evaluation Final overall evaluation matrix or summary of evaluator scores Other:
AWA	RD*	
YES	N/A	
		Fully executed Memo to Committees from the Department with recommendation of award Winning bid (this is a copy that has all confidential/proprietary information excluded) Contract Award Notice Email or notification sent to all Bidders/Offerors that award was made Waiver or "No Action Taken" from Procurement Office If IFB and not awarded to lowest responsive, responsible bidder; written explanation Other:
	OSURE!	5*
YES	N/A	Contractor Disclosures & Conflicts of Interest
	$\boxtimes$	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))  ContractorConflicts of Interest
	$\boxtimes$	Purchasing Office Letter or e-mail to designated individual regarding potential conflict Conflict of Interest Form signed by all parties Letter from Procurement Office regarding the potential conflict
	$\boxtimes$	Subcontractor Disclosures  Disclosures & Conflicts of Interest form of Subcontractor(s)  Subcontractor – Conflicts of Interest
		Purchasing Officer Letter or email to designated individual regarding potential conflict Conflict of Interest form signed by all parties Letter from Legal Office regarding the potential conflict Other:
CONT	RACT*	
YES	N/A M M M	Copy of Executed Contract Copy of all documentation presented to the Committees Finalized Council Committee Minutes Other: Pending City Council Approval
MISCI	ELLANE	OUS FILE*
YES	N/A         	Local Preference Form  New Mexico Residence Form  Veterans Exemption

YES	N/A ⊠	Original bid(s) with no redactions  approprietary information.
	N/A	nfidential or proprietary information.
sensi	tive, co	·
Creat	e a sep	arate file folder which may contain any documents with trade secrets or other competitively
		Letter from Purchasing Officer to protester and Department on final outcome Other:
YES	N/A ⊠ ⊠	Documentation from protester filed with the Purchasing Office  Letter from Department to Purchasing Office Providing response to protest
PROT		applicable)*
	e all oth	er substantive documents and records of communication that pertain to the procurement and any ract.

### City of Santa Fe, New Mexico



DATE:

November 30, 2018

TO:

Public Works, Finance Committee, and City Council

VIA:

Regina Wheeler - Public Works Director

John J. Romero, P.E. - Engineering Division Director

FROM:

Michelle R. Martinez, Project Administrator  $\mathcal{M}\mathcal{M}$ 

#### ITEM & ISSUE:

BID NUMBER '19/01/B RECOMMENDATION OF AWARD AND APPROVAL OF A CONSTRUCTION AGREEMENT FOR ON CALL ROADWAY & TRAILS CONSTRUCTION SERVICES IN A N AMOUNT NOT TO EXCEED \$4,000,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT) WITH:

- GM EMULSION, LLC.
- EMCO OF SANTA FE, LLC.
- ALLIED 360 CONSTRUCTION, LLC

#### **BACKGROUND & SUMMARY:**

A request for bids was advertised July 11, 2018 for On Call Roadway & Trails Construction Services. Six bids were received on August 1, 2018 with one bidder qualifying for local preference. The bids were reviewed for completeness and accuracy and upon review were reasonable. The lowest qualified bidder is GM Emulsion of Santa Fe with a base bid amount of \$3,817,265, exclusive of NMGRT. The second lowest bidder is EMCO of Santa Fe, LLC with a base bid amount of \$3,887,065, exclusive of NMGRT. The third lowest bidder is Allied 360 Construction, LLC with a base bid amount of \$3,926,227, exclusive of NMGRT. GM Emulsion, LLC qualified for a 3% local preference bringing the bid amount to \$3,702,747, exclusive of NMGRT.

We have utilized On-Call Construction contract over the past 10 years to construct portions of various public works projects and repairs that have involved roadway improvements such as asphalt reconstruction, sidewalk, curb, gutter, and ADA curb ramp installation; drainage system improvements; minor street maintenance, City parking lot reconstruction, and trail construction. Over this time period, we have awarded 7 On Call contracts with 9 vendors. Expenditures on these contracts ranged from \$5,000 to \$2,000,000, a list is attached. Our current contract expires on February 2, 2019. There is a variance in the expenditures with GM Emulsions compared to EMCO of Santa Fe and Century Club Construction. The reason is that both EMCO and Century Club became unavailable to us during different time periods as EMCO of Santa Fe went through a re-organization and Century Club Construction went out of business.

The proposed On Call Construction Services contract would be utilized on an as needed basis for appropriate types of work and when funds are available. The award is to multiple vendors as it will ensure the best price and timing of services to meet the City's needs since any one of these contractors may be engaged in other work making them unavailable to the City at a particular time of need. The multi-award ensures the City can acquire services to repair roads, trails and sidewalks, on short notice, and as needed. The contract term is for two years, with an option to renew for two additional years but not to exceed four years.

Funds for these services will be identified and budgeted in various line items in various Divisions across the City. Some will be from Capital Improvement Project funding, some will be in Parks maintenance or Utilities road patching funding. This Construction Agreement does not constitute a promise to purchase any amount of work. The total compensation under the three contracts will not exceed the cap amount of \$4,000,000 per vendor, unless the Council approves a cap adjustment and a contract amendment.

There are number of upcoming projects that would benefit from the use of this contract, below is the list of those projects:

9	Old Santa Fe Trail Bike Lane	\$300k
•	Harrison Road Sidewalks	\$300k
	Agua Fria Sidewalks	\$300k
•	Misc Drainage Projects	\$500I-\$1M
•	Gas Tax Bond Projects	\$6M-\$8M

#### **RECOMMENDED ACTION:**

The Public Works Department recommends the following:

- Approval of the Construction Agreement to provide On Call Roadway & Trials Construction Services in an amount not to exceed \$4,000,000 per contract, excluding NMGRT with:
  - GM Emulsion, LLC
  - EMCO of Santa Fe, LLC
  - Allied 360 Construction

Attachments: GM Emulsion, LLC. - Construction Agreement

GM Emulsion, LLC. – Summary of Contract Form EMCO of Santa Fe, LLC – Construction Agreement

EMCO, of Santa Fe, LLC - Summary of Contract Form

Allied 360 Construction – Construction Agreement Allied 360 Construction – Summary of Contract Form

Did Takulation shoot

Bid Tabulation sheet

# CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: 8/1/2018 BID: #19/01/B PREPARED BY: Nathan S.	Errico of SF Santa Fe, NM	Allied 360 Construction Espanola, NM	RL Leeder Santa Fe, NM	GM Emulsion Santa Fe,NM
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$3,887,065.00	\$3,962,313.53	\$6,892,485.00	\$3,817,265.00
NMGRT (8.4375%)	\$327,971.11	\$334,320.20	\$585,553.42	\$322,081.73
TOTAL BID AMOUNT	\$4,215,036.11	\$4,296,633.73	\$7,474,038.42	\$4,139,346.73
LOCAL PREFERENCE	•			\$3,702,747.05
		ACCOUNT AND ADDRESS AND ADDRES		
SUBMITTAL REQUIREMENTS				
BID BOND	X	X	X	Χ
EQUAL EMPLOYMENT	X	X	Х	Χ
NON-SEGREGATED FACILITIES	X	Χ	Х	Х
NON-COLLUSION AFFIDAVIT	x	X	X	X
SUBCONTRACTORSLISTING	X	X	X	Х
NM RESIDENT PREFERENCE NUMBER	X	Х	Х	Х
ADDENDUM NUMBER 1	Χ	Χ	Х	X
ADDENDUM NUMBER 2	X	X	X	Х
ADDENDUM NUMBER 3	X	X	Χ	X

## CITY OF SANTA FE PURCHASING OFFICE BID TABULATION SHEET

#### On call roadway & trails contstruction

DATE: BID: # PREPARED BY: Nathan S.	TLC Plumbing & Utility Albuquer que, NM	HO Construction Albuquerque, NM		
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$4,634,119.00	\$4,775,195.00		
NMGRT (8.4375%)	\$391,003.79	\$402,907.08		
TOTAL BID AMOUNT	\$5,025,122.79	\$5,178,102.08		
SUBMITTAL REQUIREMENTS				
BID BOND	X	X		
EQUAL EMPLOYMENT	X	х		
NON-SEGREGATED FACILITIES	X	Х		
NON-COLLUSION AFFIDAVIT	X	X		
SUBCONTRACTORS LISTING	X	X		
NM RESIDENT PREFERENCE NUMBER	X	X		
ADDENDUM NUMBER 1	×	х		

### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC,** herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (GM Emulsion, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. **Appropriations**

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

#### 18. Release

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

#### 19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of

this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

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

#### 24. Equal Opportunity Compliance

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

#### 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

#### 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

#### 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the

jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: GM Emulsion, LLC 5935 Agua Fria St. Santa Fe, NM 87507

(505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: GM Emulsion, LLC

5935 Agua Fria St. Santa Fe, NM 87507 (505) 471-9981

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: GM Emulsion, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL CITY CLERK	
APPROVED AS TO FORM:	
ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

		**************************************	A TRANSPORT			GM	Emulsions	EMC	O of Santa Fe	Allied 3	60 Construction
Lagreta	Item No.	Item Description	ifem No.	Units	Apprx. Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000	Cleaning & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
2	203000	Unclassified Excavation	203000	CY	300	10.00	3,000.00	3.50	1,050.00	14.33	4,299.00
3	203100	Barrow	203100	CY	300	15.00	4,500.00	11.00	3,300.00	17.72	5,316.00
4	203200	Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
- 5 - 6	203205 207000	Subexcavation and Recompaction Subgrade Preparation (1-500SY/IN)	203205 207000	SY/IN	500 500	15.00 0.50	<b>7,500.00</b> 250.00	10.00 0.25	5,000.00 125.00	21,97 2.15	10,985.00 1,075.00
7		Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.91	2,865.00
8	207000B	Subgrade Preparation (1501+ SY/IN)	207000B	SY/IN	3,500	0.30	1,050.00	0.25	875.00	0.45	1,575.00
9	208000	Linear Grading	208000	MILE	1	3.000.00	3,000.00	5,000.00	5,000.00	5.730.00	5,730.00
10	209000	Blading and Reshaping	209000	MILE	1	5,000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
11	210000	Excevation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00	3,750.00	22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615,00	1.50%	3,615.00	1.34	3,229.40
14 15		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1.8 <b>75</b> .00	1.50 1.40	750.00 2.100.00	2.82 2.44	1,410.00 3,660.00
16		Base Coarse (1501+ SY/IN)	303015A	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17		Open Graded Friction Couse Complete (5/8)	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18.640.00
18	407000	Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19	407001A	Fog Seal for Roadway IIII Military	407001A	TON	30	900.00	27,000.00	00.008	24,000.00	816.53	24,495,90
20	407001B	Fog Seal for Trails	407001B	TON	30	1,000.00	30,000.00	900.00	27,000.00	926.35	27,790.50
21		Prime Coat Material	408100	TON	30	900.00	27,000.00		27,000.00	942 59	28,277.70
22	411000	Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6" Wide Cracks)	411100	LB	20,000	3.00	60,000.00	3.00.	60,000.00	4.73	94,600.00
24	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	414000	SY/IN	10,000	1.33	13,300.00	1.30	13.000.00	2.11	21,100.00
25	414000A	Cold Milling (Asphalt) (10,001-50,000 SY/IN)	414000A	SY/IN	50,000	1.33	66.500.00	1.30	65,000.00	2.01	100,500.00
26		Cold Milling (Asphalt)(50,001+ SY/IN)	414000B	SY/IN	75,000	1.33	99,750.00	1.30	97,500.00	1.87	140,250.00
27	416000	Minor Pevement	416000	SY/IN	2,500	12.00	30,000.00	6:00	15,000.00	7.31	18,275.00
28	417000	Miscellarieous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29	417100	Asphalt Gurb (6" Width)	417.100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30 31	423250 4234250A	HMA-SP-III Complete(1-10,000 SY/IN)	423250 4234250A	SY/IN	10,000 50,000	6.00 5.00	60,000.00 <b>250,000.00</b>	5.75	57,500.00 287,500.00	8.93 7.50	89,300.00
32	4234230A 423250B	HMA-SP-III Complete (10:001-50;000 SY/IN) HMA-SP-III Complete (50:001+SY/IN)	4234250A 423250B	SY/IN SY/IN	75,000	4.50	337,500.00	5.75 5.75	431,250.00	6.12	375(000,00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3.096.00
								1			
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
##35W##	423283B	HMA-SP-IV Complete-6422 Oil (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5.64	423.000.00
36	451060	Concrete Pvmt Complete-Replace In-Kind Dowelled &	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
		Wire Mesh		L	L						
37	511000 511500	Structural Concrete, Class A Concrete Patch Work (1/4" to 1/2" thick)	511000 (511500	SF	1,500	600.00 3.50	30,000.00 5,250.00	600,00 3,00	30,000.00 4,500.00	439:30 4.06	21,965.00 6,090.00
11 39	511501	Sfucco (Color Determined Per Project)	511500	SF	1,500	3.00	4,500.00	5.00	7,500,00	4.06	6.090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000	Flowable Fill	516000	Web CY	50	120.00	6,000.00	95.00	4,750.00	133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1.06	2,650.00
43	540060	Reinforced Bars Grade 60	540060	: LB	15,000	1.20	18,000.00	1,50	22,500.00	1.20	18,000.00
44 45	543002 541200	Metal Railing, Type D Structural Steel for Miscellaneous Structures	543002 541200	LF LB	500 18,000	25.00 1.60	12,500.00 28,800.00	30.00 4.25	15,000.00 76,500.00	85.00 4,59	42,500.00 82,620.00
45 46	570012	12" Culvert Pipe	541200 570012	LB HIS	18,000 30	30.00	28.800.00	20.00	76,500.00 600.00	4,59 30.56	82,620.00 916.80
47		18" Culvert Pipe	570012	LF EF	80	35.00	2,800.00	35.00	2.800.00	34.38	2,750.40
48	570024	24" Culvert Pipe	570024	ĹF	30	42.00	1,260.00	40.00	1,200.00	43.93	1,317.90
49	570025	24" Culvert Pipe End Section	570025	EACH	2	250.00	500.00	250.00	500.00	362.90	725.80
50	570030	30" Culvert Pipe	570030	LF	30	55.00	1,650.00	50.00	1,500.00	57.30	1,719.00
% & 51	570031	30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00	400.00	800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
53 54	570037 570048	36" Culvert Pipe End Section: No. 2011 1998 1998 1998 1998 1998 1998 1998 1	570037 570048	EACH ***	30	600.00 90.00	1,200.00 2,700.00	600.00 80.00	1,200,00 2,400.00	688.50 764.00	1,377.00 22,920.00
55		48" Culvert Pipe 48" Culvert Pipe End Section	570048 570049	EACH	2		2,700.00	1,250.00	2,500.00		2,920.00
56		18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57		18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00		1,375.20
58		24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00		658.96
60	571000	3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	20.00	1,000.00	43.74	2,187.00
% 61 62		Removal of Structures and Obstructions Removal of Surfacing	601000	LS SY/IN	\$ 20,000.00 5,000	1.00 2.50	20,000.00 12,500.00	1.00 3.00	20,000.00 15,000.00	1.00° 2.90	20,000:00 14,500.00
62 63		Removal of Surfacing Riprap Class A	601110 602000	CA STAIN	75				18,750.00		16,875:00
64		Riprap Class B	601010	CY	75		15,000.00	150.00	11,250.00	100.28	7,521.00
1		<u> </u>	<u> </u>								

1 ×	000000	5: - 6/- 5	canaca	CV I	7F 1	00.00	6,750.00	450.00	44 350 00	102.19	7 004 05
65 66		Riprap Class D Riprap Class G	602030 602200	CY CY	75 75	90.00 180.00	13,500,00	150.00 150.00	11,250.00 11,250.00	102.19	7,664.25 8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69 70		Check Dam Type I Drop Inlet Protection Type 1	603220 603250	LF EACH	60 1	15,00 125.00	900.00 125.00	30.00 200.00	1,800.00 200.00	19,10 191,00	1,146.00 191.00
71		Drop Inlet Protection Type 2	603251	EACH	1	125.00	125.00	175.00	175.00	169.99	169.99
72	603261	Mulch Socks	603261	LF	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74 75		Metal Barrier W-Beam Metal Barrier Thrie-Beam	606000 606010	LF LF	500 500	18.00 27.00	9,000.00 13,500.00	20.00 25.00	10,000.00 12,500.00	17.86 28.75	8,930.00 14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77	606051	End Treatment TL-3 End Terminal	606051	EACH	2	2,300.00	4,600.00	2,500.00	5,000.00	2,434.30	4,868.60
78 79		End Treatment TL-2 End Terminal	606052 606050	EACH EACH	2	2,000.00 1,500.00	4,000.00 3,000.00	2,500.00 2,000.00	5,000.00 4,000.00	2,387.50 1,671,25	4,775.00 3,342.50
80		End Treatment Thri-Beam End Anchorage Post and Cable Barrier	606499	LF LF	<u>∠</u> 500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84		Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	LF LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85		Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87		Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88 89		Concrete Sidewalk 4" (101-500 SY) Concrete Sidewalk 4" (Colored) (101-500 SY)	608004A* 608005A*	SY SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
90		Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored)(501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92		Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50 <b>73.3</b> 5	135,000.00 146,700.00	27.94 27.94	55,880.00 55,880.00
93				***************************************			***************************************				
94		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95		Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96 97		ADA Ramp ADA Ramo (Colored)	608400* 608400A*	SY SY	300 300	60.00 62.00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99	609200A*	Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101 102	609202A* 609318*	12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609202A* 609318*	LF LF	250 250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF.	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gulter 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
Section of the sectio		Colored		LF			10,000.00	25.00	12,500.00	17.19	8,595.00
108	609324B*	Concrete Sloped Curb & Gutter 6"x24"(251+LF) Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324B*		500	20.00					
109	609324C*	Colored	609324C*	LF	500	20.00	10,000.00	30.00	15,000.00	17.39	8,695.00
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418C*	LF	250	22.00	5,500.00	30.00	7,500:00	15.52	3,880.00
114	609418D*	Colored Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
		Concrete Barrier Curb & Gutter 6 x 16 (250+LF) Concrete Barrier Curb & Gutter 6"x18" (250+LF)								1	
115	609418E*	Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	
116	609424*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF) Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF)	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
_		250 LF) Concrete Barrier Curb & Gutter 6"x24" (251+LF)		-						<b>-</b>	
120	609424D*	Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	609430A*	LF	30	32.00	960.00	35.00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17,67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 5"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A7	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000,00	75:00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6*x24* (1- 25 LF)	609706A*	ĹF	25	30.00	750.00	35.00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF 🦟	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000 00	30.00	15,000,00	18.00	9,000.00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001 623004	MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	- EACH	1	3,600:00	3,600.00	5,000.00	5,0D0.00	4,255.88	4,255.88
140 141	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142	632000	Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020 632100	Class C Seeding Steep Slope Seeding	632020 632100	ACRE ACRE	1 1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
145	632300	Manhole Extension	632300	EACH	8	300.00		750.00	6,000.00	620,75	4,966,00
146	652400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Gover	662500	EACH	8	400.00		375.00	3,000.00	429.75	
148 149	663110 663850	Remove and Relocate Existing Fire Hydrant Water Valve Adjustment	663110 663850	EACH EACH	5	600.00 350.00	1,200.00 1,750.00	2,500.00 400.00	5,000.00 2,000.00	716.25 382.00	1,432.50 1,910.00
150	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151 152	667110 667209	Mail Box Installation-Single Crusher Fines	667110 667209	EACH CY	500	150.00 20.00	150.00 10,000.00	250.00 20.00	250.00 10.000.00	119.38 55.39	119.38 27,695.00
153	667500	Bollard: State of the state of	667500	EACH -	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154 155	667505 667510	Lay New Brick Sidewalk Remove and Reset Brick Sidewalk	667505 667510	SY SY	500 300	95.00 80.00	47,500.00 24,000.00	125.00 90.00	62,500.00 27,000.00	86.91 85.95	43,455.00 25,785.00
156	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,965.00
+ 157 ++ 158	667520A 667527B	Park Bench 6' Park Bench 8'	667520A 667527B	EACH EACH	20 20	800.00 1,100.00	16,000 00 22,000.00	500.00 750.00	10,000.00 15,000.00	1,203.30 1,499.35	24,066,00 29,987.00
159	701000	Panel Signs	701000	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs Steel/Base Post for Aluminum Signs (Merion U4)	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Charinel, Black w/ Breakable Base)	701100	LF	250	11.00	2,750.00	10.00	2,500,00	9.60	2,400.00
162 163	702810 702810A	Traffic Control Management (Major) Traffic Control Management (Minor)	702810 702810A	DAY	1	850.00 450.00	850.00 450.00	1,000.00	1,000.00 400.00	787.00 620.75	787.00 620.75
164	702110	Portable Changeable Message Sign	702110	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165 166	702600 703300	Sequential Arrow Board Display Reflective Barrier Delineator	702600 703300	DAY EACH	10	150.00 60.00	150:00 600.00	100.00 25.00	100.00 250.00	955,00 16.24	955:00 162.40
167	704000	Retroreflectorized Painted Markings 4" Layout	704000	LF	1.000	1.00	1,000.00	0.25	<del>                                     </del>	1.91	1,910,00
168	704004	Inclusive Retroreflectorized Painted Markings 12" Layout	704000	LF.	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704004	Inclusive Retroreflective Preformed Patterned Pvmt Stripe 4"	704004 704754	LF LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
L LOS BERT LEVEL AND A SECOND AND A SECOND ASSESSMENT AND A SECOND ASSESSMENT	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Stripe 12"-		LF							
170	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark	704762		100	13.00	1,300.00	6.00	600.00	6.12	612.00
171		Combo (Thru & Right) Arrow -380 IES 3M Tepe Retroreflective Preformed Patterned Pvmt Mark	704765	EACH	5		2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Print Mark, Right	704766	EACH	5	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmf Mark. Thru Arrow - 380 IES 3M Tape	704769	EACH	1,400,015	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvrnt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Ratroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200,00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreliective Preformed Patterned Pyrnt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	5	550.00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181 182	704784 704870	Retroreflective Preformed Patterned Pyrnt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape Temporary Reflective Raised Pavement Marker	704784° 704870	EACH EACH	50	550.00 3.50	2,750,00 175,00	200.00 7.00	1,000.00 350.00	410.65 2.87	2,053.25 143.50
102	704870	Rigid Electrical Conduit 1" schedule 40 conduit	704670	EACH	50	3.50	1/5.00	7,00	300.00	2.01	143.50
183	109010	complete in place including all as-phalt pevernent on concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709010	ĽF	1,000	4.00	4.000 00	6.60	6,600.00	13.37	13,370.00 Pagading
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, tranching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit compose to place, including all as phalt pavement or concrete pavement or concrete pavement or cub cutting and patching, trenching, con-duit, and backfill	709030	LF	1,000	12:00	12,000.00	10.70	10,700.00	14.81	##14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard), complete installation including box, cover, conduit to controller cabinet ad detector loops, eli-asphalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000,00	800.00	1,600.00	513,79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (saw cut, placement of conductor's, seafant, 30 FT fead-in inclusive). Lead-insgreafer that 30 FT.	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290 00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh. Impact Alten, Unit Work Zones	720060	== EACH	5	1,650.00	8,250.00	3,000,00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200,00	1,600.00	93.59	
196	801000	Construction Staking by Contractor	801000	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	
197	901012	Testing Allowance	901012			1.00		1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500,00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,000.00	100.00	2,000.00	66.85	*****
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

3,817,265.00 3,887,065.00 3,962,313.53 NMGRT 322,081.73 327,971.11 334,320.20 TOTAL 4,139,346.73 4,215,036.11 4,296,633.73



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

#### Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMO	VAL CONTRACT ENANCE AGREEMENT . SERVICES AGREEMEN RANDUM OF AGREEME T AGREEMENTS		CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDER JOINT POWERS AGREEMS CHANGE ORDERS		NG C
2	Name of Con	tractor GM Emulsion, LL	<u>C</u>			······································
3	Complete info	ormation requested			Þ	Plus GRT
					г	Inclusive of GRT
	Origina	I Contract Amount:	Not to exceed \$4	<u>M</u>		
	Termin	ation Date:	· · · · · · · · · · · · · · · · · · ·			
	ᅜ	Approved by Council	Date:	Pending		
	P*****	or by City Manager	Date:	<u> enace e e enacesse communas e e e e e e e e e e e e e e e e e e e</u>		
Contra	act is for: 19	/01/B On Call Roadway &	Trails Construction	Services		
	(2)12 2:22	a course were more decime decimes findin siderin edition editor and	o' earn ann thu ann ear ear 1965 a	ence description (COLD) (COLD) spicer begin review manual andres clearly spaces, begins trained to	2004 (2004) 2004( 2004)	
	Amend	ment#	to the Or	iginal Contract#		
	Increas	e/(Decrease) Amount \$				
	Extend	Termination Date to:		***************************************		
	r	Approved by Council	Date:			
	<b>r-</b>	or by City Manager	Date:			
Amen	dment is for:					
		NOTICE CONTROL DESCRIPT CONTROL BESTERN MANUAL BESTERN ADDRESS CONTROL CONTROL CONTROL	no amongs format manife houses butters review minutes in	NAMES BOTHER MOTHER SECURIS ANNIES AND STATES AND SECURIS AND SECURIS SECURIS AND SECURIS SECU	····	
4	History of Co	ontract & Amendments:	(option: attach spre	adsheet if multiple amendments)	г	Plus GRT
					r	Inclusive of GRT
	Amount \$	of o	riginal Contract#	Termination Da	te:	
		Reason:				
	Amount \$			Termination Da	te:	minosi maragalagossaessai d'ambit so reveniracecconservi.
		Reason:				
	Amount \$ _		ndment #	Termination Da	te:	
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	Total of Orig	pinal Contract plus all ame	endments: \$		***************************************	saann-nere da ennye ond Gastan da ere et de enverence de



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

# Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Prior year's contract amount?: N/A	5	Procurement Method of Original Contract: (complete one of the lines)	
example: (First year of 4 year contract)  7 Funding Source: Various  8 Any out-of-the ordinary or unusual issues or concerns:  (Memo may be attached to explain detail.)  9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract) For Shinkay Rodriguez 19/01/B  # Describion of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.  # Prior year's contract amount?: N/A  # Describe service impact from an ongoing commitment to the contractor: N/A  # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  # If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  # Other of contract Executed (i.e., signed by all parties):  * Note: If further information needs to be included, attach a separate memo.		RFP □ RFQ □ Sole Source □ Other □ RFB# '19/01/B	
Any out-of-the ordinary or unusual issues or concerns:  (Memo may be attached to explain detail.)  9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	6		
(Memo may be attached to explain detail.)  9 Steff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	7	Funding Source: Various BU/Line Item: Various	
9 Staff Contact who completed this form: Michelle Martinez Phone # 955-6931  Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	8	Any out-of-the ordinary or unusual issues or concerns:	
Division Contract Administrator: Amanda Archuleta  Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)		(Memo may be attached to explain detail.)	
Division Director: John J. Romero  Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)	9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931	
Department Director: Regina Wheeler  # Certificate of Insurance attached. (if original Contract)  # Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Procured through request for bids; use of lowest three qualified bidders.  # Prior year's contract amount?: NI/A  # Describe service impact from an ongoing commitment to the contractor: NI/A  # Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  # If extending contract, why?: NI/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  # Contract #		Division Contract Administrator: Amanda Archuleta	
# Certificate of Insurance attached. (if original Contract)		Division Director: John J. Romero	
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# Describe service impact from an ongoing commitment to the contractor:  N/A  Why staff cannot perform the work?: Heavy construction needs for various upcoming projects  If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  To be recorded by City Clerk:  Contract # Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:  Procured through request for bids; use of lowest three	
# Why staff cannot perform the work?: Heavy construction needs for various upcoming projects # If extending contract, why?: N/A  # Was a Santa Fe company awarded contract? If not, why?: Yes  # Has the contract been approved as to form by City Attorney's Office?: Yes.  # Is this for City Manager or Council approval?: Yes, City Council  # Cobe recorded by City Clerk:  Contract # Date of contract Executed (i.e., signed by all parties):  Note: If further information needs to be included, attach a separate memo.	#	Prior year's contract amount?: N/A	
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Note: If further information needs to be included, attach a separate memo.			
Comments:			
	Con	nments:	

#### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and EMCO of Santa Fe, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to **(EMCO of Santa Fe, LLC)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure

to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice; City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. Appropriations

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

#### 18. Release

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

#### 19. Confidentiality

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### 24. Equal Opportunity Compliance

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

#### 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

#### 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

#### 32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. 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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any

principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise

covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert:

Michelle Martinez, Project Administrator

City Name

Santa Fe

E-mail Address

mrmartinez1@ci.santa-fe.nm.us

Telephone Number

(505) 955-6931

Mailing Address.

500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: EMCO of Santa Fe, LLC

3810 Oliver Rd Santa Fe, NM 87507 (505) 293-3768

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: EMCO of Santa Fe, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:
	CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK	
APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

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34   423283A   HMA-SP-IV Complete-8422 Oil (10,000-50,000 SVIN)   423283A   SVIIN   50,000   7.50   375,000.00   5.75   287,500.00   7.45   372   373   373   373   373   373   373   374   37												459,000.00
35   423283B   HMA-SP-W Complete-6422 OI (50)00 (F) SVIN)   423283B   SVIN   75,000   7.00   525,000 (B)   5.75   431,250 (B)   5.64   423   36   451060   Concrete Part Complete-Replace In-Kind Dowelled & 451060   SVIN   1,500   3.50   5,250.00   5.00   7,500.00   7,36   111   37   511000   Structural Concrete Class A   511000   CY   50   600.00   30,000.00   600.00   30,000.00   439.30   21   511000   Structural Concrete Part Mork (1/4" to 1/2" thick)   511500   SF   1,500   3.50   5,250.00   3.00   4,500.00   4.06   6   6   6   6   6   6   6   6   6	33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000,00	7.00	2,800.00	7,74	3.095.00
36	34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
451000   Wire Mesh   451000   Wire Mesh   451000   Still   S	35:	423283B	HMA-SP-IV/Complete-6422 Oit (50,0001+ SY/IN)	423283B	SY/IN	75,000	7.00	525,000.00	5.75	431,250.00	5,64	423,000.00
37	36	451060		451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
\$\frac{38}{39}\$\$ \frac{511500}{511501}\$\$ \frac{\text{Stace}}{\text{Iclose}}\$\$ \frac{17e^{\text{Thick}}}{\text{1}}\$\$ \frac{51500}{51500}\$\$ \frac{5}{51500}\$\$ \frac{51500}{51500}\$\$ \frac{5}{51500}\$\$ \frac{5}{51500}\$\$ \frac{5}{55000}\$\$ \frac{7500.00}{5000}\$\$ \frac{5}{5000}\$\$ \frac{75000.00}{5000}\$\$ \frac{750000}{5000}\$\$\$ \frac{750000}{5000}\$\$\$ \frac{750000}{5000}\$\$\$ \frac{750000}{5000}\$\$\$ \frac{750000}{5000}\$\$\$ \frac{750000}{5000}\$\$\$ \	97	531000		511000	CV	ξn	600.00	30,000,00	600.00	30,000,00	439 30	21,965.00
39   511501   Stuco (Color Determined Per Project)   551501   SF   1,500   3.00   4,500.00   5.00   7,500.00   4.06   Ce												6,090.00
41												
42         531001*         Permanent Anti-Grafititi Protective Coat         531001*         SF         2,500         1.20         3,000.00         1.50         3,750.00         1.06         2           43         540060         Reinfarced Bars Grade 60         540060         LB         15,000         1.20         18,000.00         1.50         22,500,00         1.20         18           44         543002         Metal Railing, Type D         543002         LF         500         25,00         12,500.00         30.00         15,000.00         85,00         42           45         541200         Structural Steef Ind Miscellaneous Structures         541200         LB         18,000         160         28,800.00         4.25         76,500.00         4.59         82           46         570012         Culvert Pipe         570018         LF         30         35.00         2,800.00         30.50         2,800.00         30.50           48         570024         24° Culvert Pipe         570018         LF         30         45.00         1,260.00         40.00         1,200.00         34.33         2           49         570025         24° Culvert Pipe End Section         570030         LF         30         450.00<												23,159.00
43   54000   Reinforced Bars Grade 60   540060   LB   15,000   1.20   18,000.00   1.50   22,500.00   1.20   18   15,000   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   12,500.00   1.50   1.50   12,500.00   1.50												
44         543002         Metal Railing, Type D         543002         LF         500         25.00         12,500.00         30.00         15,000.00         85.00         42           45         541200         Sincularial Steel for Miscellaneous Structures         541200         LB         18,000         11.60         28,800.00         42.25         76,500.00         45.99         32           46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         22.00         600.00         30.56           47         570018         16" Culvert Pipe         570018         LF         80         35.00         2,800.90         35.00         2,800.00         34.38         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         40.00         1,200.00         43.93         1           49         570032         24" Gulvert Pipe End Section         570025         EACH         2         250.00         50.00         500.00         500.00         36.90           50         570030         30" Culvert Pipe         570031         EACH         2         250.00         50.00         1,500.00												2,650.00 18,000.00
A5   541200   Structurel Steel for Miscellaneous Structures   541200   LB   48,000   1160   28,800.00   4.25   76,500.00   4.59   82   46   570012   LF   30   30.00   900.00   20.00   600.00   30.56   47   570018   18 Culvert Pipe   570012   LF   80   35.00   2,800.00   34.38   2   48   570024   24 Culvert Pipe   570024   LF   30   42.00   1,260.00   40.00   1,200.00   43.93   1   49   570025   24 Culvert Pipe End Section   570025   EACH   2   250.00   500.00   250.00   500.00   362.90   50   50   570030   LF   30   55.00   1,650.00   500.00   362.90   50   570031   30 Culvert Pipe End Section   570031   EACH   2   400.00   800.00   400.00   1,800.00   62.75   1   52   570036   35 Culvert Pipe End Section   570036   LF   30   60.00   1,800.00   60.00   1,800.00   62.75   1   53   570037   35 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.50   1,100.00   62.75   1   53   570034   48 Culvert Pipe End Section   570037   EACH   2   600.00   1,200.00   680.00   1,200.00   680.50   1,146.00   2   55   570049   48 Culvert Pipe End Section   570048   LF   30   90.00   2,700.00   80.00   2,400.00   764.00   2   55   570049   48 Culvert Pipe End Section   5700425   LF   30   45.00   1,250.00   30.00   90.00   36.29   1   570.30   1,146.00   2   1,250.00   1,250.00   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   1,250.00   30.00   90.00   36.29   1   570.30   30.00   30.00   90.00   36.29   1   30.00   30.												42,500.00
46         570012         12" Culvert Pipe         570012         LF         30         30.00         900.00         20.00         600.00         30.56           47         570018         18" Culvert Pipe         570018         LF         80         35.00         2,800.00         35.00         2,800.00         34.38         2           48         570024         24" Culvert Pipe         570024         LF         30         42.00         1,260.00         42.00         1,260.00         43.93         1           49         570025         24" Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570031         30" Culvert Pipe End Section         570030         LF         30         55.00         1,650.00         500.00         362.90           50         570031         30" Culvert Pipe         570034         EACH         2         400.00         800.00         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           5												82,620,00
48 570024 24" Culvert Pipe								900.00				916.80
49         570025         Z4**Culvert Pipe End Section         570025         EACH         2         250.00         500.00         250.00         500.00         362.90           50         570030         30**Culvert Pipe         570030         LF         30         55.00         1,650.00         500.00         1,500.00         57.30         1           51         570031         30**Culvert Pipe End Section         570031         EACH         2         400.00         800.00         400.00         800.00         580.00												2,750,40
50         570030         30" Culvert Pipe         570030         LF         30         55.00         1,650.00         50.00         1,500.00         57.30         1           51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.09         800.00         400.90         800.00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         600.00         1,800.00         627.5         1           53         1570937         36" Culvert Pipe End Section         570037         EACH         2         600.00         1,200.00         600.00         1,200.00         682.55         1           54         570048         48" Culvert Pipe End Section         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570494         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,600.00         1,250.00         2,600.00         1,460.00         2           57         570429         18" Storm Drain End Section         570429         EACH         2         <												1,317.90
51         570031         30" Culvert Pipe End Section         570031         EACH         2         400.00         800:00         400:00         800:00         584.46         1           52         570036         36" Culvert Pipe         570036         LF         30         60:00         1,800.00         60:00         1,800.00         60:00         1,800.00         62.75         1           54         570048         48" Culvert Pipe End: Section         570048         LF         30         90:00         2,700.00         80:00         2,400.00         764:00         22           55         570049         48" Culvert Pipe End: Section         570049         EACH         2         1,300.00         2,600.30         1,250.00         2,500.00         1,46:00         2           56         570429         18" Storm Drain Pipe         570425         LF         30         45:00         30:00         90:00         36:29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200:00         400:00         30:00         90:00         36:70         1           58         570437         24" Storm Drain End Section         570437         LF         30<												725.80 1,719.00
52         570036         36" Culvert Pipe         570036         LF         30         60.00         1,800.00         60.00         1,800.00         62.75         1           53         1570037         36" Culvert Pipe End Section         570037         EACH         2         600.00         1,200.00         600.00         1,200.00         688.50         1           54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570429         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,700.00         80.00         2,400.00         764.00         22           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain End Section         570437         LF         30         70.00												1,168.92
54         570048         48" Culvert Pipe         570048         LF         30         90.00         2,700.00         80.00         2,400.00         764.00         22           55         570049         48" Culvert Pipe End Section         570049         EACH         2         1,300.00         2,600.00         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Fipe         570429         EACH         2         200.00         400.00         300.00         900.00         36.87.60         1           58         570437         24" Storm Drain Fipe         570437         LF         30         70.00         2,100.00         500.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,500.00         34.86         1           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1.250.00         20.00         1,000.00         32.48           61         601000         Removal of Structures and Obstructions         601090         LS         \$20,000.00         1.00         20,000.00	52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
55         570049         48" Culvert Pipa End Section         570049         EACH         2         1,300.00         2,600.90         1,250.00         2,500.00         1,146.00         2           56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         18" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570441         EACH         2         300.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,500.00         34.86         1           60         571000         38" Diamondal Piate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$20,000.00         1,00												1,377.00
56         570425         18" Storm Drain Pipe         570425         LF         30         45.00         1,350.00         30.00         900.00         36.29         1           57         570429         10" Storm Drain End Section         570429         EACH         2         200.00         400.00         30.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         50.00         1,000.00         34.86         1           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Remayal of Structures and Obstructions         601000         LS         \$20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20	3					<del></del>						22,920.00
57         570429         19" Storm Drain End Section         570429         EACH         2         200.00         400.00         300.00         600.00         687.60         1           58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2,100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         600.00         500.00         1,000.00         329.48           60         571000         38" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601000         LS         \$ 20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00         1.00         20,000.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>2,292.00 1,088.70</td></td<>												2,292.00 1,088.70
58         570437         24" Storm Drain Pipe         570437         LF         30         70.00         2.100.00         50.00         1,500.00         34.86         1           59         570441         24" Storm Drain End Section         570441         EACH         2         300.00         500.00         1,000.00         329.48           60         571000         3/8" Diamond Plate         571000         SF         50         25.00         1,250.00         20.00         1,000.00         43.74         2           61         601000         Removal of Structures and Obstructions         601090         LS         \$ 20,000.00         1.00         20,000.00												
60 571000 3/8" Diamond Plate 571000 SF 50 25.00 1,250.00 20.00 1,000.00 43.74 2 61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00		570437	24" Storm Drain Pipe						477.44 7 17.7 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		34.86	1,045.80
61 601000 Removal of Structures and Obstructions 601000 LS \$ 20,000.00 1.00 20,000.00 1.00 20,000.00 1.00 20,000.00	59	570441		570441		2	300.00					
02   001110   15000.00   001110   5000   2,000   2,001   12,000.00   5.00   15,000.00   2.30   15												

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7.664.25
66		Riprap Class G	602200	CY	75	180.00	13.500.00	150.00	11,250.00	109.83	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68		Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70 71		Drop Inlet Protection Type 1 Drop Inlet Protection Type 2	603250 603251	EACH EACH	1	125.00 125.00	125.00 125.00	200.00 175.00	200.00 175.00	191.00 169.99	191.00 169.99
72		Mulch Socks	603261	LF.	500	2.25	1,125.00	2.25	1,125.00	2.15	1,075.00
73		SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75		Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76 77		Metal Barrier End-Treatment (Anchorage) End Treatment TL-3 End Terminal	606050 606051	EACH EACH	2 2	1,380.00 2,300.00	2,760.00 4,600.00	2,000.00 2,500.00	4,000.00 5,000.00	2,079.99 2,434.30	4,159.98 4,868.60
78		End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,434.50	4,775.00
79		End Treatment Thri-Beam End Anchorage	606050	EACH	2	1,500.00	3,000.00	2,000.00	4,000.00	1,671.25	3,342.50
80		Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81		Barbed Wire Fence 4'	607004	LF	500	2,50	1,250.00	5,00	2,500.00	6.31	3.155.00
82 83		Barbless Wire Fence 4' Chain Link Fence 6'	607005 607026	LF LF	500 200	2.50 20.00	1,250.00 4.000.00	5.00 20.00	2,500.00 4,000.00	5.97 26.27	2,985.00 5,254.00
84		Pedestrian/ Bicycle Railing	607079	LF	500	42.00	21,000.00	40.00	20,000.00	63.03	31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	1	1,200.00	1,200.00	1,000.00	1,000.00	912.03	912.03
86		Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87 88		Concrete Sidewalk 4" (Colored) (1-100 SY) Concrete Sidewalk 4" (101-500 SY)	608005* 608004A*	SY SY	100 500	54.00 45.50	5,400.00 22,750.00	52.50 45.00	5,250.00 22,500.00	59.69 42.98	5,969.00 21,490.00
89		Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	45.00 50.00	25,000.00	42.98 47.55	23,775.00
90	608004B*	Concrete Sidewalk 4" (501+SY)	608004B*	SY	600	42.00	25,200.00	42.50	25,500.00	45.84	27,504.00
91		Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24,000.00	50.00	30,000.00	50.62	30,372.00
92 93		Drive-Pad 6" Drive-Pad 6" (Colored)	608106* 608106A*	SY SY	2,000 2,000	52.00 60.00	104,000.00 120,000.00	67.50	135,000.00	27.94 27.94	55,880.00
			<del></del>		1	······································	<u> </u>	73,35	146,700.00		55,880.00
94 95		Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY SF	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
96		Detectable Warning Plastice ADA Ramp	608300 608400*	SY	1,000 300	25.00 60.00	25,000.00 18,000.00	25,00 63.00	25,000.00 18,900.00	23.40 57.30	23,400.00 17,190.00
97		ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100		12"-18" Tall Cut-off Wall	609202* 609202A*	LF LF	250 250	22.00 24.00	5,500.00	30.00 35.00	7,500.00	13.23 16.00	3,307.50
102		12"-18" Tall Cut-off Wall (Colored) Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF LF	250	24.00	6,000.00 6,000.00	30.00	8,750.00 7,500.00	18.15	4,000.00 4,537.50
103		Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	ĹF	500	20.00	10,000.00	25.00		16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)(Golored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	- 7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF		20.00		30.00	15,000.00	17.39	8,695.00
		Calared Calared			500		10,000.00				
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875,00	27.99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15,43	7,715.00
116		Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
1.1000000000000000000000000000000000000		Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)								ACAR (0.000) N. C. C. C. C. C. C. C. C. C. C. C. C. C.	30.000
117	609424A*	Colored	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00	25.00	6,250.00	23.83	5,957.50
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27,50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	12,375.00
122	609430*	(251+LF) Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00		27.70	
144	, 000400	(Constitution Carb & Carer o Add [1-50 Er]	1 000-700	1	J	30.00	1 300.00	30.00	1 300.00		1 001.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417,50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30,00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750,00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000,00
136	621000	Mobilization	621000	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Tranverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141 142	623600 632000	Junction Box Class A Seeding	623600 632000	EACH ACRE	1	400.00 5,000.00	400.00 5,000.00	500.00 9,000.00	500.00 9,000.00	658.95 2,758.04	658.95 2,758.04
143	632020	Class C Seeding	632020	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Steep Slope Seeding	632100	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension Manhole Adjustments (Frame and collar to be	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH		400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149		Water Valve Adjustment	663850	EACH	5	350.00	1,750,00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151 152		Mail Box Installation-Single Crusher Fines	667110 667209	EACH CY	500	150.00 20.00	150.00 10,000.00	250,00 20.00	250.00 10,000.00	119,38 55,39	119.38 27,695.00
153		Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154		Lay New Brick Sidewalk	667505	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155 156		Remove and Reset Brick Sidewalk Litter Receptacle	667510 667515	SY EACH	300 20	80.00 900.00	24,000.00 18,000.00	90.00 250.00	27,000.00 5,000.00	85.95 1,098.25	<b>25,785.0</b> 0 21,965.00
157	667520A	Park Bench 6'	667520A	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158 159		Park Bench 8' Panel Signs	667527B 701000	EACH SF	20 150	1,100.00 16.00	22,000.00 2,400.00	750.00 15.00	15,000.00 2,250.00	1,499.35 17.53	29,987.00 2,629.50
160		Remove and Reset Panel Signs	701030	EACH	20	100.00	2,000.00	100.00	2,000.00	94.55	1,891.00
161	701100	Steel/Base Post for Aluminum Signs (Marion U-	701100	LF	250	11.00	2,750,00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450,00	450.00	400.00		620.75	620.75
164	702110	Portable Changeable Message Sign	702110	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165 166	702600 703300	Sequential Arrow Board Display Reflective Barrier Delineator	702600 703300	DAY EACH	10	150.00 60.00	150.00 600.00	100,00 25.00	100.00 250.00	955.00 16.24	955,00 162,40
167	704000	Retroreflectorized Painted Markings 4" Layout	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168		Inclusive Retroreflectorized Painted Markings 12" Layout	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Inclusive Retroreflective Preformed Patterned Pvmf Stripe 4"-	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2,68	1,340.00
170	704762	380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Stripe 12"-	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
		380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark				27542a (1220 Alaba Alaba 2006) (122					a conservação esta esta de destribuição de la conservação de la co
171	704765	Combo (Thru & Right) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark	704765	EACH	5		2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pvmt Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458 40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark: Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600.00	401.10	1,203.30
177	704771	Retroreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES SM Tape	704771	EACH	5	550.00	2,750.00	200,00	00.000,1	382,00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retrorallective Preformed Patterned Pvmt Mark, Word (PED) - 380 IES 3M Tape	704775	EACH	10 10 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	550.00	2,750.00	200:00	1,000 00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200,00	1,000.00	358.13	1,790.65
181	704784	Retrorallective Preformed Patterned Pyrnf Mark Bike   Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7,00	350.00	2.87	143.50
183		Rigid Electrical Conduit 1' schedule 40 conduit complete in place, Including all as phalf pevement of concrete pavement or curb outling and patching, trenching, con-duit, and backfill.	709010	LF	1,000	4.00	4,000.00	6,60	6,600.00	13.37	13,370.00
184	700020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8.00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	(09030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt payament or curb cutting and patching, trenching, con-duit, and backfill as a second conduit.	709030	EFICATION	1,000	12.00	12,000 00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet ad detector loods, all aspitalt pavement or concrete pavement or curb cutting, removal, and patching	710000	EAGH	2	500.00	1,000.00	800,00	1,600.00	513.79	1,027,58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cuttling, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
189	713030	6x6 Magnetic Loop Detector complete in place with conductors to pull box. (Saw Cut, placement of conductor's, sealant, 30 FT lead-in inclusive), Lead-insigneter that 30 FT	713036	EACH	50	700.00	35,000.00	700.00	35,000.00	382,00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	NANCOS (2000 2000 2000 2000 2000 2000 2000 20	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT-lead-in inclusive).	713032	EAGH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant, inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh Impact Atten. Unit Work Zones	720060	EACH	5	1,650.00	8,250.00	3,000.00	15,000.00	1,071.25	5,356.25
194 195	721000 721101	Removal of Pavement Stripe (Water Blasting)	721000 721101	LF EACH	200	5.00 100.00	1,000.00 800.00	2.50 200.00	500,00 1,600,00	2.39 93.59	478.00 748.72
196	801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	801000	LS	\$ 10,000,00	1.00	10,000,00	1.00	10,000.00	1.00	10,000,00
197	901012	Testing Allowance	901012		\$25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	20	100.00	2,060.00		2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



### City of Santa Fe Summary of Contracts, Agreements, & Amendments

#### Section to be completed by department for each contract or contract amendment

1	MAIN' LEGA MEMO	INAL CONTRACT TENANCE AGREE L SERVICES AGRI DRANDUM OF AGI IT AGREEMENTS	EEMENT	  - 		CONTRACT A LICENSE AGR MEMORANDU JOINT POWER CHANGE ORD	EEMENT M OF UNDER RS AGREEME		ING F
2	Name of Co	ntractor EMCO of	Santa Fe, LLC	<del></del>	···········				
3	Complete in	formation requested	j					P	Plus GRT
								۲	Inclusive of GRT
	J	al Contract Amount	<u></u>	xceed \$4	***************************************	······································			
	Termi	nation Date:							
	F	Approved by Co	uncil	Date:	Pendi	ng	**************************************		
	Γ	or by City Manag	jer	Date:					
Contra	act is for: 19	9/01/B On Call Roa	dway & Trails Con	struction	Service	s			
			2 100000 20000 20000 100000 20000 00000 1000			MART 20000 SERVE SAME TAKES SAME SAME			•
	Amen	dment #		to the Or	iginal Co	ontract#			
	Increa	se/(Decrease) Amo	ount \$						
	Extend	d Termination Date	to:	· · · · · · · · · · · · · · · · · · ·					
	۲	Approved by Cou	uncil	Date:	***************************************				
	۲	or by City Manag	er	Date:	***************************************				
Amen	dment is for:						***		
			: was and was and and	-					
4	History of C	ontract & Amenda	nents: (option: att	ach sprea	edsheet	if multiple ame	ndments)	Γ	Plus GRT
								۲	Inclusive of GRT
	Amount \$		of original Con	tract#	***************************************	Te	rmination Date	e;	
			<del></del>						
	Amount \$						rmination Date	ə:	
	A								
	Amount \$	Reason:	amendment#_				rmination Date	9:	······································
	Amount \$	11663011.	amendment#			Te	rmination Date	e;	
		S	***************************************					***************************************	
	Total of Or	iginal Contract plus	all amendments:	\$					



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP □ RFQ □ Sole Source □ Other □ RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract)
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:    Procured through request for bids; use of lowest three
#	Prior year's contract amount?: N/A
#	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
#	If extending contract, why?:  N/A
#	Was a Santa Fe company awarded contract? If not, why?:  Yes
#	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
'nh	e recorded by City Clerk:
	tract #
	of contract Executed (i.e., signed by all parties):
	:: If further information needs to be included, attach a separate memo.
	ments:
JOIT	ments.

#### City of Santa Fe Contract On Call Construction Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Allied 360 Construction, LLC, herein after referred to as the "Contractor."

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "You" and "your" refers to (Allied 360 Construction, LLC). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

#### 2. Scope of Work

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway & Trails Construction Services on a per task basis. (Bid Number '19/01/B).

The work designated as On Call Roadway & Trails Construction Services may consists of, but is not limited to: construction of new pavement, multiuse trail sections, related improvements for pedestrians/bicyclists, and other trail users, as described in the Contract Documents.

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

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

#### 3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

(Please see attached Bid Tabs)

The total compensation under this Agreement shall not exceed \$4,000,000.00, excluding New Mexico gross receipts tax.

#### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  - B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

#### 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 2 years from the date of award. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 4 years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### 6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

#### 7. Termination

- A. <u>Grounds</u>. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
  - B. Notice: City Opportunity to Cure.
- 1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, 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. <u>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.</u>

#### 8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

#### 9. Status of Contractor

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

#### 10. Assignment

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

#### 11. Subcontracting

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

#### 12. Non-Collusion

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

#### 13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

#### 14. Commercial Warranty

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

#### 15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

#### 16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

#### 17. Appropriations

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

#### 18. Release

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

#### 19. Confidentiality

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

#### 20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### 21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

#### 22. Scope of Agreement; Merger

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

#### 23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

#### 24. Equal Opportunity Compliance

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

#### 25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

#### 26. Applicable Law

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

#### 27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

#### 28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

#### 29. 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.

#### 30. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

#### 31. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the contract price to reflect the reduced value of the services performed.

- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
  - (2) terminate the contract for default.

#### 32. <u>Insurance</u>

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

#### 33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 34. <u>Invalid Term or Condition</u>

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.

#### 35. 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.

#### 36. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
  - i. give the Contractor prompt written notice within 48 hours of any claim;
  - ii. allow the Contractor to control the defense of settlement of the claim; and
  - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service:
  - ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### 37. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

#### 38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

body.

- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

#### 39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

#### 40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Insert: Michelle Martinez, Project Administrator

City Name Santa Fe

E-mail Address mrmartinez1@ci.santa-fe.nm.us

Telephone Number (505) 955-6931

Mailing Address. 500 Market Street Suite 200

Santa Fe, NM 87501

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor: Allied 360 Construction, LLC

PO Box 1913

Espanola, NM 87532 (505) 470-5779

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

#### 41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:	CONTRACTOR: Allied 360 Construction, LLC
ALAN WEBBER, MAYOR	NAME AND TITLE
DATE:	DATE:CRS#
	Registration #
ATTEST:	
YOLANDA Y. VIGIL, CITY CLERK APPROVED AS TO FORM:	
ADA 9/17 ERIN K. MCSHERRY, CITY ATTORNEY	
APPROVED:	
MARY MCCOY, FINANCE DIRECTOR	
Business Unit Line Item	

	111					G/v	f Emulsions	EMC.	O of Santa Fe	Allied 3	60 Construction
484	Item No.	Item Description	Item No.	Units	Apprx, Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
3 1964	201000	Clearing & Grubbing	201000	ALLOWANCE	20,000	1.00	20,000,00	1.00	20,000.00	1.00	20,000.00
2 3	203000 203100	Unclassified Excavation Borrow	203000 203100	CY	300 300	10.00 15.00	3,000.00 4,500:00	3.50 11.00	1,050.00 3,300.00	14.33 17.72	4,299.00 5,31 <b>6.00</b>
4		Subexcavation	203200	CY	300	15.00	4,500.00	4.50	1,350.00	14.33	4,299.00
7675	203205	Subexcavation and Recompaction	203205	GY	500	15,00	7,500.00	10.00	5,000.00	21.97	10,985.00
6		Subgrade Preparation (1-500SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7		Subgrade Preparation (501-1500 SY/IN))	207000A	SY/IN	1,500	0.30	450.00	0.25,	375.00	1,91	2,865.00
8 9		Subgrade Preparation (1501+ SY/IN) Linear Grading	207000B 208000	SY/IN MILE	3,500	0.30 3.000.00	1,050.00 3,000.00	0.25 5,000.00	875.00 5,000.00	0.45 5.730.00	1,575.00 5,730.00
10		Blading and Reshaping	209000	MILE	1	5.000.00	5,000.00	5,000.00	5,000.00	6,303.00	6,303.00
99		Excevation and Backfill for Major Structures	210000	CY	250	25.00	6,250.00	15.00		22.92	5,730.00
12	210005	Temporary Retaining Wall/ Shoring	210005	SF	150	20.00	3,000.00	40.00	6,000.00	19.58	2,937.00
13		Process Placing & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14		Base Coarse (1-500 SY/IN) Base Coarse (501-1500 SY/IN)	303015 303015A	SY/IN SY/IN	500 1,500	1.50 1.25	750.00 1,875.00	1.50 1.40	750.00 2,100.00	2.82 2,44	1,410.00 3,660.00
16		Base Coarse (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17		Open Graded Friction Couse Complete (5/8)"	403600	SY/IN	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18		Asphalt Matl. For Tack Coat	407000	TON	15	800.00	12,000.00	800.00	12,000.00	764.00	11,460.00
19 19 19		Fog Seal for Roadway	407001A	TON	30		First and 27,000.00	800.00	24,000.00	816.53	24,495.90
20 21		Fog Seal for Trails Prime Goat Material	407001B 408100	TON	30 3€	1,000.00 900.00	30,000.00 27,000.00	900.00 900.00	27,000.00 27,000.00	926.35 942.59	27,790.50 28,277.70
22		Hot Poured Crack Sealing	411000	LB	30,000	2.50	75,000.00	1.50	45,000.00	3.20	96,000.00
23	411100	Polymer Binder/ Aggregate Blend Crack Repair (1"-6"	411100	LB	20,000	3.00	60,000.00	3.00	60,000.00	4.73	94,600.00
		Wide Cracks) Manufacture and American State of the Control of the	A			and the second second second	A CONTRACTOR OF THE PROPERTY O			198123 - 1884 - 1896 - 18	and the second second second
24		Cold Milling (Asphalt) (1-10,000 SY/IN)	414000 414000A	SY/IN SY/IN	10,000	1.33	13,300.00	1.30 1.30	13,000.00 65,000.00	2.11 2.01	21,100.00
25 26		Cold Milling (Asphalt) (10,001-50,000 SY/IN) Cold Milling (Asphalt)(50,001+ SY/IN)	414000A 414000B	SY/IN	50,000 75,000	1.33 1.33	66,500.00 99,750.00	1.30 1.30	65,000.00 97,500.00	1.87	100,500.00 140,250.00
27	THE SHAREST PROPERTY OF THE PARTY Minor Pavement	416000	SY/IN	2,500	12.00	30,000.00	6.00	15,000.00	7.31	18,275.00	
28	417000	Miscellaneous Paving	417000	SY/IN	2,500	10.00	25,000.00	6.00	15,000.00	10.46	26,150.00
29 1030		Asphalt Curb (6" Width)	417100	LF	2,500		**************************************			10.37	25,925.00
30		HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6,00	60,000.00	5.75	57,500,00 287,500,00	8.93 7.50	89,300.00
31		HMA-SP-III Complete(10:001-50,000 SY/IN) HMA-SP-III Complete (50,001+SY/IN)	4234250A 423250B	SY/IN SY/IN	50,000 75,000	5,00 4.50	250,000.00 337,500.00	5.75 5.75	431,250.00	6.12	375,000.00 459,000.00
33	423283	HMA-SP-IV Complete-6422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00		2,800.00		3,096.00
34	423283A	HMA-SP-IV Complete-6422 Oil (10,000-50,000 SY/IN)	423283A	SY/IN	50,000	7.50	375,000.00	5.75	287,500.00	7.45	372,500.00
35	423283B	HMA-SP-IV Complete-6422 Oil (50:0001+ SY/IN)	423283B	SY/IN	75.000	7.00	525,000.00	5.75	431,250,00	5.64	423,000.00
		Concrete Pvmt Complete-Replace In-Kind Dowelled &		f	1		<u> </u>	1	<u> </u>	1	·
36	451060	Wire Mesh	451060	SY/IN	1,500	3.50	5,250.00	5.00	7,500.00	7.36	11,040.00
37	511000	Structural Concrete, Class A	511000	CY	50	600.00				439.30	21,965.00
38 39	511500 511501	Concrete Patch Work (1/4" to 1/2" thick) Stucco (Color Determined Per Project)	511500 511501	SF SF	1,500 1,500	3.50 3.00	5,250.00 4,500.00	3.00 5.00	4,500.00 7,500.00	4.06 4.06	6,090.00 6,090.00
40	515000	Reinforced Concrete for Minor Structures	515000	CY	50	550.00	27,500.00	600.00	30,000.00	463.18	23,159.00
41	516000=	Flowable Fill	516000	CYCALOR	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		6,000.00			133.70	6,685.00
42	531001*	Permanent Anti-Graffiti Protective Coat	531001*	SF	2,500	1.20	3,000.00	1.50	3,750.00	1,06	2,650.00
43 44	540060 543002	Reinforced Bars Grade 60 Metal Railing, Type D	540060 543002	LB LF	15,000 500	1.20 25.00	18,000:00 12,500.00	1.50 30.00	22,500.00 15,000.00	1.20 85.00	18,000.00 42,500.00
45	541200	Structural Steel for Miscellaneous Structures	541200	LF	18,000	1.60				4.59	82,620.00
46	570012	12" Culvert Pipe	570012	LF	30	30.00	900.00	20.00	600.00	30.56	916.80
47		18" Culvert Pipe Market	570018	LF	80	35.00	2,800.00	35.00	2,800.00	34.38	2,750.40
48 49	570024 570025	24" Culvert Pipe	570024 570025	LF EAGH	30	42.00 250.00	1,260.00	40.00 250.00	1,200.00 500.00	43.93 362.90	1,317.90 725.80
50	570030	24" Gulvert Pipe End Section 30" Culvert Pipe	570025 570030	LF	30	250.00 55.00	500:00 1,650,00		1,500.00	57.30	1,719.00
51	570031	30" Culvert Pipe End Section	570031	EACH	2	400.00	800.00		800.00	584.46	1,168.92
52	570036	36" Culvert Pipe	570036	LF	30	60.00	1,800.00	60.00	1,800.00	62.75	1,882.50
11.153		36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00			688.50	1,377,00
54		48" Culvert Pipe	570048	LF	30 2		2,700.00 2,600.00		2,400.00 2,500.00	764.00	22,920.00 2,292.00
56 56		48" Culvert Pipe End Section 118" Storm Drain Pipe	570049 570425	LF	30	1,300.00 45.00	1,350.00		900.00	36.29	2,292.00 1,088.70
57		18" Storm Drain End Section	570429	EACH	2						
58	570437	24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	34.86	1,045.80
59		24" Storm Drain End Section	570441	EACH	2	300.00			1,000.00		658.96
60 61		3/8" Diamond Plate Removal of Structures and Obstructions	571000 601000	SF LS	\$ 20,000.00	25.00 1.00	1,250.00 20,000.00		1,000.00 20,000.00	43.74 1.00	2,187.00 <b>20,</b> 000.00
62		Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00		15,000.00	2.90	14,500.00
63	602000	Riprap Class A	602000	CY	75	250.00	18,750.00	250.00	18,750.00	225.00	16,875.00
64	601010	Riprap Class B	601010	CY	75	200.00	15,000.00	150.00	11,250.00	100.28	7,521.00

65	602030	Riprap Class D	602030	CY	75	90.00	6,750.00	150.00	11,250.00	102.19	7,664.25
66	602200	Riprap Class D Riprap Class G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	102.19	8,237.25
67		Gabions	602200	CY	350	250.00	87,500.00	280.00	98,000.00	238.75	83,562.50
68	603200	Silt Fence	603200	LF	1,000	2.00	2,000.00	2.00	2,000.00	2.63	2,630.00
69		Check Dam Type I	603220	LF	60	15,00	900.00	30.00	1,800.00	19.10	1,146.00
70		Drop Inlet Protection Type 1	603250	EACH EACH	1	125.00 125.00	125.00	200.00	200.00	191.00	191.00
71 72		Drop Inlet Protection Type 2 Mulch Socks	603251 603261	LF LF	500	2.25	125.00 1,125.00	175.00 2.25	175.00 1,125.00	169.99 2.15	169.99 1,075.00
73	603280	SWPPP Plan Preparation & Maintenance	603280	LS	\$ 15,000.00	1.00	15,000.00	1.00	15,000.00	1.00	15,000.00
74	606000	Metal Barrier W-Beam	606000	LF	500	18.00	9,000.00	20.00	10,000.00	17.86	8,930.00
75	606010	Metal Barrier Thrie-Beam	606010	LF	500	27.00	13,500.00	25:00	12,500.00	28.75	14,375.00
76		Metal Barrier End-Treatment (Anchorage)	606050	EACH	2	1,380.00	2,760.00	2,000.00	4,000.00	2,079.99	4,159.98
77 78	606051 606052	End Treatment TL-3 End Terminal End Treatment TL-2 End Terminal	606051 606052	EACH EACH	2 2	2,300.00 2,000.00	4,600.00 4,000.00	2,500.00 2,500.00	5,000.00 5,000.00	2,434.30 2,387.50	4,868.60 4,775.00
79	606050	End Treatment Thri-Beam End Anchorage	606050	EACH	2	1.500.00	3,000.00	2,000.00	4,000.00	1.671.25	3,342.50
80	606499	Post and Cable Barrier	606499	LF	500	15.00	7,500.00	15.00	7,500.00	18.15	9,075.00
81	607004	Barbed Wire Fence 4'	607004	LF	500	2.50	1,250.00	5.00	2,500.00	6.31	3,155.00
82		Barbless Wire Fence 4'	607005	LF (F	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83 84	607026 607079	Chain Link Fence 6' Pedestrian/ Bicycle Railing	607026 607079	LF LF	200 500	20.00 42.00	4,000.00 21,000.00	20.00 40.00	4,000.00 20,000.00	26.27 63.03	5,254.00 31,515.00
85	607455	Chain Link Gate 8'Sx8'R	607455	EACH	300	1,200.00	1,200.00	1,000.00	1.000.00	912.03	912.03
86	608004*	Concrete Sidewalk 4" (1-100 SY)	608004*	SY	100	52.00	5,200.00	50.00	5,000.00	50.62	5,062.00
87	608005*	Concrete Sidewalk 4" (Colored) (1-100 SY)	608005*	SY	100	54.00	5,400.00	52.50	5,250.00	59.69	5,969.00
88	608004A* 608005A*	Concrete Sidewalk 4" (101-500 SY)	608004A* 608005A*	SY SY	500 500	45.50 47.50	22,750.00 23,750.00	45.00 50.00	22,500.00 25,000.00	42.98 47.55	21,490.00 23,775.00
89 90	608004B*	Concrete Sidewalk 4" (Colored) (101-500 SY) Concrete Sidewalk 4" (501+SY)	608004B*	SY	500 600	42.00	25,200.00	42.50	25,500.00	47.55 45.84	27,504.00
91	608005B*	Concrete Sidewalk 4" (Colored) (501+SY)	608005B*	SY	600	40.00	24.000.00	50.00	30,000.00	50.62	30,372.00
92	608106*	Drive-Pad 6"	608106*	SY	2,000	52.00	104,000.00	67.50	135,000.00	27.94	55,880.00
93	608106A*	Drive-Pad 6" (Colored)	608106A*	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,880.00
94	608204*	Concrete Median Pavement 4" (Colored & Patterned)	608204*	SY	1,000	60.00	60,000.00	55.00	55,000.00	26.03	26,030.00
95	608300	Detectable Warning Plastice	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23,40	23,400.00
96 97		ADA Ramp ADA Ramp (Colored)	608400* 608400A*	SY SY	300 300	60.00 62.00	18,000.00 18,600.00	63.00 72.00	18,900.00 21,600.00	57.30 61.00	17,190.00 18,300.00
98		Header Curb	609200*	LF	250	18.00	4,500.00	25.00	6,250.00	11.94	2,985.00
99		Header Curb (Colored)	609200A*	LF	250	20.00	5,000.00	27.50	6,875.00	13.00	3,250.00
100	609202*	12"-18" Tall Cut-off Wall	609202*	LF	250	22.00	5,500.00	30.00	7,500.00	13.23	3,307.50
101	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF LF	250	24.00 24.00	6,000.00 6,000.00	35.00 30.00	8,750.00 7,500.00	16.00 18.15	4,000.00 4,537.50
102 103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF) Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318* 609318A*	LF	250 500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x185" (0-250 LF) (Colored)	609318B*	LF	250	22.00	5,500.00	30.00	7,500.00	15.05	3,762.50
105	609318C*	Concrete Sloped Curb & Guller 6"x18" (251+LF)(Colored)	609318C*	LF	500	18.00	9,000.00	27.50	13,750.00	14.19	7,095.00
106	609324*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324*	LF	250	35.00	8,750.00	25.00	6,250.00	15.52	3,880.00
107	609324A*	Concrete Sloped Curb & Gutter 6"x24" (1-250 LF)	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	Colored Concrete Sloped Curb & Gutter 6"x24"(251+LF)	609324B*	LF	500	20.00	10,000.00	25.00	12,500.00	17.19	8,595.00
109	609324C*	Concrete Sloped Curb & Gutter 6"x24" (251+LF)	609324C*	LF	500	20.00	10,000,00	30.00	15,000.00	17.39	8,695.00
		Colored									
110	609418*	Concrete Barrier Curb & Gutter 6"x18" (1-25 LF) Concrete Barrier Curb & Gutter 6"x18" (1-25 LF)	609418*	LF	25	32.00	800.00	30.00	750.00	25.36	634.00
111	609418A*	Colored	609418A*	LF	25	28.00	700.00	35.00	875.00	27,99	699.75
112	609418B*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF)	609418B*	LF	250	20.00	5,000.00	25.00	6,250.00	15.14	3,785.00
113	609418C*	Concrete Barrier Curb & Gutter 6"x18" (26-250 LF) Colored	609418C*	LF	250	22.00	5,500.00	30.00	7,500.00	15.52	3,880.00
114	609418D*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418D*	LF	500	18.00	9,000.00	25.00	12,500.00	15.00	7,500.00
115	609418E*	Concrete Barrier Curb & Gutter 6"x18" (250+LF)	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
116	609424*	Colored Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424*	LF	30	30.00	900.00	30.00	900.00	29.61	888.30
117	609424A*	Concrete Barrier Curb & Gutter 6"x24" (1-30 LF)	609424A*	LF	30	32.00	960.00	35.00	1,050.00	24.83	744.90
		Colored							6,250.00	23.83	5,957.50
118	609424B*	Concrete Barrier Curb & Gutter 6"x24" (31-250 LF) Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-	609424B*	LF	250	24.00	6,000.00				
119	609424C*	250 LF)	609424C*	LF	250	26.00	6,500.00	27.50	6,875.00	24.25	6,062.50
120	609424D*	Concrete Barrier Curb & Gutter 6"x24" (251+LF) Colored	609424D*	LF	500	20.00	10,000.00	25.00	12,500.00	23.25	11,625.00
121	609424E*	Concrete Barrier Curb & Gutter 6"x24" (Colored) (251+LF)	609424E*	LF	500	22.00	11,000.00	27.50	13,750.00	24.75	
122	609430*	Concrete Barrier Curb & Gutter 6"x30" (1-30 LF)	609430*	LF	30	30.00	900.00	30.00	900.00	27.70	831.00

123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30	609430A*	LF	30	32.00	960.00	35,00	1,050.00	26.74	802.20
124	609430B*	Concrete Barrier Curb & Gutter 6"x30" (31-250 LF)	609430B*	LF	250	26.00	6,500.00	30.00	7,500.00	17.67	4,417.50
125	609430C*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (31- 250 LF)	609430C*	LF	250	28.00	7,000.00	30.00	7,500.00	18.25	4,562.50
126	609430D*	Concrete Barrier Curb & Gutter 6"x30" (251+LF) Colored	609430D*	LF	500	20.00	10,000.00	30.00	15,000.00	19.50	9,750.00
127	60430E*	Concrete Barrier Curb & Gutter (Colored) 6"x30" (251+LF)	60430E*	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillet) (6" X Variable Width)	609600*	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillet) (Colored) (6" X Variable Width)	609600A*	SY	500	44.00	22,000.00	75.00	37,500.00	23.16	11,580.00
130	609706*	Concrete Laydown Curb & Gutter 6"x24" (1-25 LF)	609706*	LF	25	28.00	700.00	25.00	625.00	24.02	600.50
131	609706A*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (1- 25 LF)	609706A*	LF	25	30.00	750.00	35,00	875.00	21.97	549.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	609706B*	LF	250	22.00	5,500.00	30.00	7,500.00	20.06	5,015.00
133	609706C*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (26- 250 LF)	609706C*	LF	250	24.00	6,000.00	35.00	8,750.00	18.15	4,537.50
134	609706D*	Concrete Laydown Curb & Gutter 6"x24" (251+ LF)	609706D*	LF	500	20.00	10,000.00	25.00	12,500.00	16.24	8,120.00
135	609706E*	Concrete Laydown Curb & Gutter (Colored) 6"x24" (251+ LF)	609706E*	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	621000_	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2,00	2.00
137 138		MDI Type I (Urban) H=3'-1" to 6'0" MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623001 623004	EACH EACH	<u>1</u> 1	2,900.00 2,800.00	2,900.00 2,800.00	5,000.00 5,000.00	5,000.00 5,000.00	4,011.00 4,297.50	4,011.00 4,297.50
139	623311	CDI Type I-B to 4'	623311	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501 623600	Tranverse Drop Inlet Junction Box	623501 623600	EACH EACH	1	5,500.00 400.00	5,500.00 400.00	6,000.00 500.00	6,000.00 500.00	7,162.50 658.95	7,162.50 658.95
142		Class A Seeding	632000	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020 632100	Class C Seeding	632020	ACRE ACRE	1	5,000.00 15,000.00	5,000.00 15,000.00	6,000.00 11,000.00	6,000.00 11,000.00	3,151.50 5,500.00	3,151.50 5,500.00
144 145	632300	Steep Slope Seeding Manhole Extension	632100 632300	EACH	8	300,00	2,400.00	750.00		620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be conidered incidental to this pay item.)	662400	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147 148	662500 663110	Manhole Frame and Cover Remove and Relocate Existing Fire Hydrant	662500 663110	EACH EACH	<u>8</u> 2	400.00 600.00	3,200.00 1,200.00	375.00 2,500.00	3,000.00 5,000.00	429.75 716.25	3,438.00 1,432.50
149	663850	Water Valve Adjustment	663850	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150 151	663855 667110	Adjust Valve Box to Grade Mail Box Installation-Single	663855 667110	EACH EACH	3	300.00 150.00	900.00 150.00	250.00 250.00	750.00 250.00	286.50 119.38	859.50 119.38
152	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153 154		Bollard Lay New Brick Sidewalk	667500 667505	EACH SY	50 500	550.00 95.00	27,500.00 47,500.00	150.00 125.00	7,500.00 62,500.00	315.15 86.91	15,757.50 43,455.00
155	667510	Remove and Reset Brick Sidewalk	667510	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156 157		Litter Receptacle Park Bench 6'	667515 667520A	EACH EACH	20 <b>2</b> 0	900.00 800.00	18,000.00 16,000.00	250.00 500.00	5,000.00 10,000.00	1,098.25 1,203.30	21,965.00 24,066.00
158		Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159 160	701000 701030	Panel Signs Remove and Reset Panel Signs	701000 701030	SF EACH	<b>1</b> 50 20	16.00 100.00	2,400.00 2,000.00	15.00 100.00	2,250.00 2,000.00	17.53 94.55	2,629.50 1,891.00
161	701030	Steel/Base Post for Aluminum Signs (Marion U-	701000	LAGIT	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Channel, Black w/ Breakable Base) Traffic Control Management (Major)	702810	DAY	230	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164 165	702110 702600	Portable Changeable Message Sign Sequential Arrow Board Display	702110 702600	DAY DAY	1	450.00 150.00	450.00 150.00	125.00 100.00	125.00 100.00	1,432.50 955.00	1,432.50 955.00
166	703300	Reflective Barrier Delineator	703300	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	704000	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910,00
168	704004	Retroreflectorized Painted Markings 12" Layout Inclusive	704004	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pvmt Stripe 4"- 380 IES 3M Tape	704754	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmt Stripe 12"- 380 IES 3M Tape	704762	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Right) Arrow -380 IES 3M Tepe	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape Retroreflective Preformed Patterned Pvmt Mark Right	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmt Mark Left Arrow -380 IES 3M Tape	704768	EACH	5	450.00	2,250.00	200.00	1,000.00	267.40	1,337.00
175	704769	Retroreflective Preformed Patterned Pymf Mark Thru Arrow - 380 IES 3M Tape	704769	EACH	5	450.00	2,250.00	200,00	1,000.00	458.40	2,292.00
176	704770	Retroreflective Preformed Patterned Pvmt Mark Word (ONLY)- 380 IES 3M Tape	704770	EACH	3	450.00	1,350.00	200.00	600,00	401.10	1,203.30
177	704771	Retigreflective Preformed Patterned Pvmt Mark, Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	382.00	1,910.00
178	704744	Retroreflective Preformed Patterned Pvmt Mark Word (X-ING) - 380 IES 3M Tape	704744	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
179	704775	Retroreflective Preformed Patterned Pvmt Mark Word (PED) - 380 IES 3M Tape	704775	EACH	302 5 00000	550:00	2,750.00	200.00	1,000.00	390.60	1,953.00
180	704782	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	358.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmt Mark Bike Symbol (Sharrows) - 380 IES 3M Tape	704784	EACH	5	550.00	2,750.00	200.00	1,000.00	410.65	2,053.25
182	704870	Temporary Reflective Raised Pavement Marker	704870	EACH	50	3.50	175.00	7.00	350.00	2.87	143.50
183	709010	Rigid Electrical Conduit 1" schedule 40 conduit or complete in place, including all as-phair pevernent or concrete pavernent or curth cutting and patching, trenching, con-duit, and backfill	709010	LF	1,000	4.00	4,000.00	6.60	6,600,00	13.37	13,370.00
184	709020	Rigid Electrical Conduit 2" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709020	LF	1,000	8,00	8,000.00	8.10	8,100.00	14.33	14,330.00
185	709030	Rigid Electrical Conduit 3" schedule 40 conduit complete in place, including all as-phalt bavement or concrete payement or curb cutting and patching, trenching, con-duit, and backful	709030	LF	1,000	12.00	12,000.00	10.70	10,700.00	14.81	14,810.00
186	709040	Rigid Electrical Conduit 4" schedule 40 conduit complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, con-duit, and backfill	709040	LF	1,000	16.00	16,000.00	13.25	13,250.00	15.76	15,760.00
187	710000	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet addetector foots, all aspiralt pavement or concrete pavement or curb cutting, removal, and patching	710000	EACH	2	500.00	1,000.00	800.00	1,600.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet ad detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710010	EACH	2	730.00	1,460.00	1,050.00	2,100.00	573.00	1,146.00
	100	5x6 Magnetic Loop Detector complete in place with conductors to pull bax, (saw cut, placement of	and the state of the state of	e e e e e e e e e e e e e e e e e e e	STATE OF THE PARTY		1000	QUESTION IN	4000	All the second	
189	713030	conductor's, sealant, 30 FT lead-in inclusive). Lead-ins- greater that 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00 35,000.00	382.00	19,100.00
190	713031	6x30 Quadrupole Magnetic Loop Detector complete in place with conductors to pull box, (saw cut, placement of conductor's, sealant, 30 FT lead-in inclusive). Lead- ins greater that 30 FT	713031	EACH	50	1,037.00	51,850.00	1,025.00	51,250.00	382.00	19,100.00
191	713032	6x40 Quadrupole Magnetic Loop Detector complete to pull box, (saw cut, placement of conductors, sealant, and 30 FT lead-in inclusive).	713032	EACH	50	1,290.00	64,500.00	1,280.00	64,000.00	367.68	18,384.00
192	713033	Quadrupole Magnetic Loop Detector Installation (saw cut, conductors, sealant. inclusive)	713033	LF	500	7.70	3,850.00	8.00	4,000.00	3.82	1,910.00
193	720060	Veh: Impact Atten. Unit Work Zones	720060	== EACH	5	1,650.00	8,250.00	3,000.00		1,071.25	5,356.25
194	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF.	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195 196	721101 801000	Removal of Pavement Marking (Water Blasting) Construction Staking by Contractor	721101 801000	EACH LS	\$ 10,000.00	100,00 1.00	800.00 10,000.00	200,00 1.00	1,600.00 10,000.00	93:59 1.00	748.72 10,000,00
197	901012	Testing Allowarice	901012	ALLOWANCE		1.00		1.00		1.00	25,000.00
198	607080	Bike Racks	607080	EACH	20	850.00	17,000.00	500.00	10,000.00	477.50	9,550.00
199	667501	Parking Bumpers	667501	EACH	13868120	100.00		100.00	2,000.00	66.85	1,337.00
200	66400	Landscape Complete	66400	LS	\$ 10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00

 3,817,265.00
 3,887,065.00
 3,962,313.53

 NMGRT
 322,081.73
 327,971.11
 334,320.20

 TOTAL
 4,139,346.73
 4,215,036.11
 4,296,633.73



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

#### Section to be completed by department for each contract or contract amendment

1	MAINT LEGAL MEMC	NAL CONTRACT ENANCE AGREEME L SERVICES AGREEI BRANDUM OF AGREE T AGREEMENTS	MENT			CONTRACT AGREEMENT LICENSE AGREEMENT MEMORANDUM OF UNDERST JOINT POWERS AGREEMENT CHANGE ORDERS		ING F
2	Name of Cor	stractor Allied 360 Co	nstruction, LLC					<u>4444</u>
3	Complete info	ormation requested					V	Plus GRT
							г	Inclusive of GRT
	Origina	al Contract Amount:	Not to ex	ceed \$4	M.	umumumaa, umqqqpu		
	Termin	ation Date:				Minute.		
	₽	Approved by Counc		Date:	Pendi	ing		
	r	or by City Manager		Date:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Contra	ct is for: 19	/01/B On Call Readwa	ay & Trails Cons	struction	Service	9S		
		m syrim baha talah lamah dakan dalah balah telah telah		MAN SAME BOOM &		Defines provide Services Georgia Services habitati deplatat distincto balancio sistembili libericia distribut libericia	1 1000 Print	
	Amend	lment#		to the Or	iginal C	ontract#		
	Increas	se/(Decrease) Amount	t\$		***************************************	**************************************		
	Extend	Termination Date to:	<b>W</b>			***		
	г	Approved by Counc	il	Date:		- Annie		
	<b>r-</b>	or by City Manager						
Amend	ment is for:		***************************************					1
		- 100000 100000 100000 100000 100000 100000 100000	PRODUCE CONTRACT STATUS STATUS STATUS			Marcon Accord action desiral accord colored minima property limited accord hardest accord by	, mar 2000	
4	History of Co	ontract & Amendmer	its: (option: atta	ach sprea	dsheet	if multiple amendments)	r	Plus GRT
							<b></b>	Inclusive of GRT
	Amount \$		of original Contr	ract#		Termination Date:		
		Reason:						**************************************
	Amount \$ _		amendment#			Termination Date:		>>>>>>>
		Reason:						
	Amount \$ _	-	amendment#_			Termination Date: _		
	Amount ¢	Reason:	- # amendment			Termination Date:		
	, anount & "	Reason:						
	Total of Ori	ginal Contract plus all	amendments:	\$	***************************************	**************************************	*****	ASSAYATOTT TEREPORTER SONDER CONTROL AND PARTY.



#### City of Santa Fe Summary of Contracts, Agreements, & Amendments

5	Procurement Method of Original Contract: (complete one of the lines)
	RFP ☐ RFQ ☐ Sole Source ☐ Other F RFB# '19/01/B
6	Procurement History: N/A example: (First year of 4 year contract)
7	Funding Source: Various BU/Line Item: Various
8	Any out-of-the ordinary or unusual issues or concerns:
	(Memo may be attached to explain detail.)
9	Staff Contact who completed this form: Michelle Martinez Phone # 955-6931
	Division Contract Administrator: Amanda Archuleta
	Division Director: John J. Romero
	Department Director: Regina Wheeler
#	Certificate of Insurance attached. (if original Contract)   Shirley Rodriguez '19/01/
#	Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:  Qualified bidders.  Procured through request for bids; use of lowest three
#	Prior year's contract amount?: N/A
<b>#</b>	Describe service impact from an ongoing commitment to the contractor:  N/A
#	Why staff cannot perform the work?: Heavy construction needs for various upcoming projects
#	If extending contract, why?:  N/A
<b>#</b>	Was a Santa Fe company awarded contract? If not, why?:  Yes
¥	Has the contract been approved as to form by City Attorney's Office?:  Yes.
#	Is this for City Manager or Council approval?:  Yes, City Council
	and all the City City City and
	e recorded by City Clerk:
	ract #end from the contract Executed (i.e., signed by all parties):
	Annual manual ma
	: If further information needs to be included, attach a separate memo.
om	ments:



## City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

PO BOX 909 Santa Fe NM, 87504

Business Name: GM EMULSION LLC

Location: 5935 AGUA FRIA ST

Class: CONTRACTOR - GENERAL

Comment:

Control Number: 0052966

License Number: 18-00110289

Issue Date January 11, 2018

Expiration Date December 31, 2018

GM EMULSION LLC 5935 AGUA FRIA ST

SANTA FE NM 87507

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

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

GMEMULS-01

CEDISON



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2018

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 confor rights to the certificate holder in lieu of such endorsement(s).

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	DUCER License # 0757776					ст Michelle				
290	3 International Insurance Services (N 5 Rodeo Park Drive East, Suite 100 ta Fe, NM 87505	W(X)		•	(A/C, N	o, Ext): (000) ३	992-1873 .vialpando	(A/ĉ, No): @hubinternational.co	(866) m	621-0427
	(4) (4) (4)				AUURE	***************************************		RDING COVERAGE		NAIC #
					INCIDE			Insurance Company		14184
INSL	PRED			**************************************	~~~~~~~~~~			New Mexico	***************************************	
	GM Emulsion LLC				INSURE					
	5935 Agua Fria St.				INSURE					
	Santa Fe, NM 87507				INSURE	······································				
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INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	,	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY				***************************************			EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			Z42975		04/12/2018	04/12/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	5	250,000
	X PD Ded: \$500	İ			į			MED EXP (Any one person)	S	10,000
		1		Í				PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	į						GENERAL AGGREGATE	\$	3,000,000
	POLICY X PROLLOC	1						PRODUCTS - COMPIOE AGG	S	3,000,000
A	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	1,000,000
**				Z42975		04/12/2018	04/42/2040	(Ea accident)	s	.,,
	OWNED SCHEDULED		-	242315		U4/ 12/2018	04/12/2019	BODILY INJURY (Per person)	\$	
	X HIRED X AUTOS ONLY X AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	s s	
									\$	
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	X EXCESS LIAB CLAIMS-MADE DED X RETENTIONS 0			Z42975		04/12/2018	04/12/2019	AGGREGATE	\$ \$	7,000,000
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		i T			-		X PER OTH-		
				5752		01/01/2018	01/01/2019	E.L. EACH ACCIDENT	\$	2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NICENSIA NH)	N/A						E.L. DISEASE - EA EMPLOYEE		2,000,000
	If yes, describe under OESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	2,000,000
A	Leased/Rented Eqpt			Z42975		04/12/2018	04/12/2019	Ded: \$1,000		665,000
										······································
DESC RE: I	 CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Bid Number: '18/22/B - On Call Roadwa	ES (/ / & T	ACORE rails	 	le, may b	e attached if mor	e spaçe (s requir	ed)		
CFF	RTIFICATE HOLDER				CANC	ELLATION				
	City of Santa Fe, Public Wor Roadway & Trails Engineeri				SHO THE	ULD ANY OF T	N DATE TH	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL Y PROVISIONS.		
	PO Box 909 Santa Fe, NM 87504-0909	_				RIZED REPRESE			····	

ACORD 25 (2016/03)

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## City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS INCOMPLIANCE WITH THE CITY OF SANTA FELLYING WAGE ORDINACE \$28-ESECC 1987

Official Document Please Post

City Of Santa Fe PO BOX 909 Santa Fe NM, 87504

Business Name: EMCO OF SANTA FE LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0062604

License Number: 18-00117679

Issue Date January 16, 2018

Expiration Date <u>December 31, 2018</u>

EMCO OF SANTA FE LLC 3810 OLIVER RD

SANTA FE NM 87507

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

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2017

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

th	is certificate does not confer rights t				ıch en	dorsement(s		require an andordame		
	DUCER				CONTA NAME:	CT	···			
	dels Insurance, IncSanta Fo St. Michaels Drive	2			PHONE (A/C, No E-MAIL	o. Ext): (505	982-430	2 FAX (A/C, No	); (505)	989-9186
Sa	ta Fe NM 87505				ADDRE	SS:		<b>y</b>		1
	· · · · · · · · · · · · · · · · · · ·					INS	SURER(S) AFFOR	RDING COVERAGE	TATE	NAIC#
			<del></del> //////	(505) 474-7094	INSURE	RA: Donega	l Mutual I	nsurance Compa		13692
INSU EMC	RED O of Santa Fe, LLC			(505) 4/4-1094	INSURE					
381	0 Oliver Road				INSURE	***************************************				
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San	ta Fe NM 87507				INSURE					
CO	/ERAGES CER	TIFIC	CATE	NUMBER: Cert ID 23			······································	REVISION NUMBER:		<u> </u>
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n	CLAIMS-MADE X OCCUR			CPP025481705		12/31/2017	12/31/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	8	100,000
	J 02 (10 10 10 10 10 10 10 10 10 10 10 10 10 1			011000101700		, 02, 202.	14,02,20	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY		1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGO		2,000,000
	OTHER:							Empl Benefits Lia	ь \$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ ;	1,000,000
A	X ANY AUTO			BAP025480905		12/31/2017	12/31/2018	BODILY INJURY (Per person	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accider	t) \$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
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	DED RETENTION \$							T DED TOTAL	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV025526405		01/01/2018	01/01/2019	X PER STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	500,000
	(Mandatory in NH)					:		E.L. DISEASE - EA EMPLOYE		500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIMI	î <b>  \$</b>	500,000
A	Scheduled Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$ :	2,359,100
Α	Leased/Rented Equipment			CPP025481705		12/31/2017	12/31/2018	\$10,000 Ded	\$	500,000
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Cit	y of Santa Fe			High section of the s	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE REOF, NOTICE WILL Y PROVISIONS.		
500	Market Street			ľ	AUTHO	RIZED REPRESE!	TATIVE		Macadonnimini	datilaeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeeee
San	ta Fe NM 87501				S	Ment				

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Santa Fe NM 87501



# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, 828-1 SPCC 1987

Official Document
Please Post

PO BOX 909 Santa Fe NM, 87504

Business Name: ALLIED 360 CONSTRUCTION LLC

Location: SF COUNTY

Class: OUT OF CITY CONTRACTOR - GENERAL

Comment:

Control Number: 0071983

License Number: 18-00151446

Issue Date May 23, 2018

Expiration Date <u>December 31, 2018</u>

ALLIED 360 CONSTRUCTION LLC PO BOX 1913

**ESPANOLA NM 87532** 

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

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



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/16/2018

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.

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3	DUCE					CONTACT C	CL Hous	e Acct				
Bro	wn 8	L Brown of NM-Santa Fe listeo N10. Suite D				PHONE (A/C, No. Ext):	505-45	5-7355		FAX (A/C, Na):	505-	455-7055
Sai	ita F	e, NM 87505				E-MAIL ADDRESS:				1,000, 1102		energy and a second a second and a second and a second and a second and a second and a second and a second and a second and a second and a second an
CL	Hous	se Acct					INS	URER(S) AFFOR	IDING COVERAGE			NAIC #
						INSURER A :	Cincinn	ati Insuran	ce Company			10677
INS	URED	Allied 360 Construction I	LC			INSURER B :	New Me	xico Assu	rance Compan	У		13673
		PO Box 1913				INSURER C :						
		Espanola, NM 87532				INSURER D :						
						INSURER E :						
						INSURER F:		***************************************				
CC	VER	AGES CER	TIFI	CATE	ENUMBER:		·		REVISION NUM	BER:		
		S TO CERTIFY THAT THE POLICIES										
		ATED. NOTWITHSTANDING ANY REFICATE MAY BE ISSUED OR MAY										
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									MED EXP (Any one p	erson)	s	5,000
							a a a a a a a a a a a a a a a a a a a		PERSONAL & ADV IN	MURY	\$	1,000,000
	GEN	IL AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGA	ATE	\$	2,000,000
l	X	POLICY PRO LOC							PRODUCTS - COMPA	OP AGG	S	2,000,000
<u></u>		OTHER.									S	
	AUT	OMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	S	1,000,000
Α	X	OTUA YMA	l		TBD	07/0	02/2018	07/02/2019	BODILY INJURY (Per	person)	\$	
		ALLOWNED SCHEDULED AUTOS							BODILY INJURY (Per		5	
		HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	E .	5	· · · · · · · · · · · · · · · · · · ·
<u> </u>											\$	
	X	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	E	\$	1,000,000
Α		EXCESS LIAB CLAIMS-MADE			TBD	07/0	2/2018	07/02/2019	AGGREGATE	,	5	1,000,000
		DED X RETENTIONS 10000	<u> </u>							.,	\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY							X PER STATUTE	OTH- ER		
8	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y	N/A		0096519.101	07/0	2/2018	08/21/2018	EL EACH ACCIDEN	т	5	1,000,000
	[[Man	datory in NH) , describe under						1	EL DISEASE - EA EI	NAFOAEE	\$	1,000,000
ļ	DES	CRIPTION OF OPERATIONS below							EL DISEASE - POLIC	CYLIMIT	5	1,000,000
1												
												nerter-auan
<u> </u>											······································	
DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHICL	.ES (A	CORD	101, Additional Remarks Schedul	ie, may be attach	hed if more	space is require	d)			
												j
												yaqqqa

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 Lincoln Ave. PO Box 909 Santa Fe, NM 87504	AUTHORIZED REPRESENTATIVE  ATT PROPERTY

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## ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 12/17/18 FOR CITY COUNCIL MEETING OF 01/09/19

t) Request for Approval of Award and Construction Agreement in the Amount not to Exceed \$4,000,000 Exclusive of NMGRT for On-Call Roadway and Trails Construction Services; GM Emulsion LLC., EMCO of Santa Fe LLC., Allied 360 Construction LLC. (David Quintana, Project Administrator, mrmartinez1@ci.santa-fe.nm.us, 955-6931)

#### **FINANCE COMMITTEE ACTION:**

Approved as consent item.

#### **FUNDING SOURCE:**

#### **SPECIAL CONDITIONS OR AMENDMENTS**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR RIVERA	absent		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	absent		
CHAIRPERSON ABEYTA	Х		

3-19-18

#### **CITY OF SANTA FE RFB PROCUREMENT CHECKLIST**

Contractor(s) Name: GM Emulsion	, EMCO, and Allied 360 Construction
Procurement Title: On Call Const	ruction Services
Solicitation RFB#: '19/01/B	
Department Requesting/Staff Membe	Public Works/ Engineering/ Michelle Martinez
shall contain the basis on which the avand all other documentation related to The procurement shall contain a writte	d for all contracts, regardless of the method of procurement. The procurement file ward is made, all submitted bids, all evaluation materials, score sheets, quotations o or prepared in conjunction with evaluation, negotiation, and the award process. en determination from the Requesting Department, signed by the purchasing the contract award decision before submitting to the Committees
REQUIRED DOCUMENTS FOR APPI	ROVAL BY PURCHASING*
YES N/A  Approved Procurement Departments Recomment Bid Tab  BAR BAR FIR Contract, Agreement Current Business Regions	nt Checklist (by Purchasing) nendation of Award Memo addressed to Finance  or Amendment stration and CRS numbers on contract or agreement and Agreements form tee  ator tile
Shirley Rodriguez	12-05-18
Purchasing Officer attesting that all inf	
All addendums  Plan holders list  Complete evaluation s  Copies of all RFQ subn	on published in the newspaper, website, etc. score sheets nittals
Copies of all bid submi	ittals

	$\boxtimes$	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor
	$\boxtimes$	regarding disqualifications  Oral presentations (sign-in sheets, presentation materials, etc.)  Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions,
		negotiations, and/or best and final offers, etc. Reference Reviews/Reference Check Questionnaires Individual evaluations included for each RFP. Pricing evaluation Final overall evaluation matrix or summary of evaluator scores Other:
AWA	RD*	
YES	N/A	
		Fully executed Memo to Committees from the Department with recommendation of award Winning bid (this is a copy that has all confidential/proprietary information excluded) Contract Award Notice Email or notification sent to all Bidders/Offerors that award was made Waiver or "No Action Taken" from Procurement Office If IFB and not awarded to lowest responsive, responsible bidder; written explanation Other:
	OSURES	5*
YES	N/A	Contractor Disclosures & Conflicts of Interest
	$\boxtimes$	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))  Contractor—Conflicts of Interest
	$\boxtimes$	Purchasing Office Letter or e-mail to designated individual regarding potential conflict Conflict of Interest Form signed by all parties Letter from Procurement Office regarding the potential conflict
	$\boxtimes$	Subcontractor Disclosures Disclosures & Conflicts of Interest form of Subcontractor(s) Subcontractor –Conflicts of Interest
		Purchasing Officer Letter or email to designated individual regarding potential conflict Conflict of Interest form signed by all parties Letter from Legal Office regarding the potential conflict Other:
CONT	RACT*	
YES	N/A MMMM	Copy of Executed Contract Copy of all documentation presented to the Committees Finalized Council Committee Minutes Other: Pending City Council Approval
MISC		OUS FILE*
YES	N/A         	Local Preference Form  New Mexico Residence Form  Veterans Exemption

YES	N/A ⊠	Original bid(s) with no redactions  ep Printed Name and Title
	N/A	
sensit		ifidential or proprietary information.
	-	arate file folder which may contain any documents with trade secrets or other competitively
		Letter from Purchasing Officer to protester and Department on final outcome Other:
YES	N/A ⊠ ⊠	Documentation from protester filed with the Purchasing Office  Letter from Department to Purchasing Office Providing response to protest
		applicable)*
	e all oth ing conti	er substantive documents and records of communication that pertain to the procurement and any ract.