

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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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



14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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: 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.



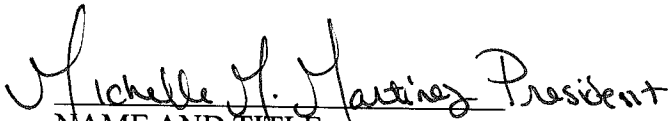
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

DATE: 1/18/19

CONTRACTOR:  
GM Emulsion, LLC

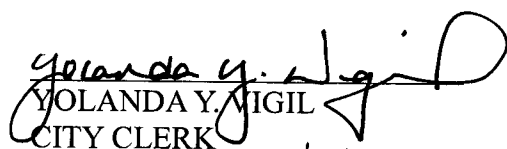
  
NAME AND TITLE

DATE: 1/3/2019

CRS# 03181502002

Registration # 18-00110289

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK  
cc mtg. 1/9/2019

APPROVED AS TO FORM:

  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR

  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & 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 Borrow	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	203205 Subexcavation and Re-compaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Bleeding 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 Excavation 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	302000 Process Placing & Compact Ext. Pmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Course (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A Base Course (501-1500 SY/IN)	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
16	303015B Base Course (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17	403600 Open Graded Friction Course 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 Mill 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 Pmt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	4.59	82,620.00
46	570012 12" Culvert Pipe	570012	LF	30	30.00	900.00	30.00	900.00	30.56	916.80
47	570018 18" Culvert Pipe	570018	LF	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	290.00	580.00	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	1,892.50
53	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
58	570437 24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	60.00	1,800.00	34.86	1,045.80
59	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	200.00	400.00	329.48	858.96
60	571000 3/8" Diamond Plate	571000	SF	50	25.00	1,250.00	50.00	1,250.00	43.74	2,187.00
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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.63	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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'x8'R	607455	EACH	1	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.00	22,500.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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	55,980.00
93	608106A*	Drive-Pad 6" (Colored)	608106A*	SY	2,000	60.00	120,000.00	73.35	146,700.00	27.94	55,980.00
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 Plastics	608300	SF	25.00	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	19,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	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
108	609324B*	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) 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*	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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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	5,937.50
119	609424C*	Concrete Barrier Curb & Gutter (Colored) 6"x24" (31-250 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*	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)	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)	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)	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	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)	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)	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)	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)	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)	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)	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)	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)	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)	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001	MDI Type I (Urban) H=3'-1" to 6'0"	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H=3'1" to 6'0"	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type I-B to 4'	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Transverse Drop Inlet	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	EACH	1	400.00	400.00	500.00	500.00	658.95	658.95
142	632000	Class A Seeding	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020	Class C Seeding	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Sleep Slope Seeding	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered incidental to this pay item).	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	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	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	1,432.50
149	663850	Water Valve Adjustment	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	EACH	1	150.00	150.00	250.00	250.00	119.38	119.38
152	667209	Crusher Fines	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Ballard	EACH	50	550.00	27,500.00	150.00	315.15	15,757.50	15,757.50
154	667505	Lay New Brick Sidewalk	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155	667510	Remove and Reset Brick Sidewalk	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156	667515	Liter Receptacle	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,985.00
157	667520A	Park Bench 6'	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158	667527B	Park Bench 8'	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159	701000	Panel Signs	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs	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-Channel, Black w/ Breakable Base)	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Traffic Control Management (Major)	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164	702110	Portable Changeable Message Sign	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165	702600	Sequential Arrow Board Display	DAY	1	150.00	150.00	100.00	100.00	955.00	955.00
166	703300	Reflective Barrier Delineator	EACH	10	60.00	600.00	25.00	250.00	162.40	162.40
167	704000	Retroreflectorized Painted Markings 4" Layout Inclusive	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	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pvmnt Stripe 4"-380 IES 3M Tape	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pvmnt Stripe 12"-380 IES 3M Tape	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmnt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmnt Mark Right Arrow -380 IES 3M Tape	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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 Attenu. 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	721000	Removal of Pavement Strips (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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

322,081.73

327,971.11

334,320.20

4,139,346.73

4,215,036.11

4,296,633.73

NMGR

TOTAL

**SUMMARY INDEX**  
**SANTA FE CITY COUNCIL**  
**January 9, 2019**

<b>ITEM</b>	<b>ACTION</b>	<b>PAGE</b>
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5. Roll Call	Quorum Present	1
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8. Approval of Minutes – Dec. 12, 2018	Approved as presented	2
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10. Consent Calendar Listing	Listed	3-8
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13. Matters from the City Attorney	Announcements	16
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14. San Francisco Amicus Brief	Approved	18-19
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a. Historic Status	Denied	25-46
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16. Communications from the Governing Body	Communications made	48
I. 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; items 10 (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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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, BDDDB 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, jjsanchez@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, jbg Guillen@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](mailto: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](mailto: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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 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, yvivil@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

- 3) CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 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](mailto: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 first 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 been 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, mid-century 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 includes 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 quoted 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 mid-century 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:

\_\_\_\_\_  
Mayor Alan Webber

ATTESTED TO:

\_\_\_\_\_  
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.

  
Yolanda Y. Vigil, City Clerk



GMEMULS-01

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services (NMX)</b> 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Michelle Vialpando <b>PHONE (A/C, No, Ext):</b> (505) 992-1873 <b>FAX (A/C, No):</b> (866) 621-0427 <b>E-MAIL ADDRESS:</b> michelle.vialpando@hubinternational.com <hr/> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : <b>ACUITY, A Mutual Insurance Company</b></td> <td style="border: none; text-align: right;"><b>14184</b></td> </tr> <tr> <td style="border: none;">INSURER B : <b>Builders Trust of New Mexico</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>ACUITY, A Mutual Insurance Company</b>	<b>14184</b>	INSURER B : <b>Builders Trust of New Mexico</b>		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  <b>GM Emulsion LLC</b> 5935 Agua Fria St. Santa Fe, NM 87507															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded: \$500</b>			<b>Z42975</b>	<b>4/12/2019</b>	<b>4/12/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>250,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ <b>3,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
							\$
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>Z42975</b>	<b>4/12/2019</b>	<b>4/12/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			<b>Z42975</b>	<b>4/12/2019</b>	<b>4/12/2020</b>	EACH OCCURRENCE \$ <b>7,000,000</b>
							AGGREGATE \$ <b>7,000,000</b>
		DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>					
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>5752</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
							E.L. EACH ACCIDENT \$ <b>2,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>
<b>A</b>	<b>Leased/Rented Eqpt</b>			<b>Z42975</b>	<b>4/12/2019</b>	<b>4/12/2020</b>	<b>Ded: \$1,000 /</b> <b>665,000</b>

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  
 Santa Fe, NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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

**AGENDA**

**AFTERNOON SESSION – 5:00 P.M.**

- 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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 955-6512)  

[Item 10a.pdf](#)
  - b) State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court Judge, [vmvigil@santafenm.gov](mailto: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, BDDDB 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, jbg Guillen@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](mailto: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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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](mailto: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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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](#)

[Item H4 pg 1-140.pdf](#)

[Item H4 pg 141-248.pdf](#)

[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](#)

[Item H4 pg 1079-1124.pdf](#)

**I. ADJOURN**

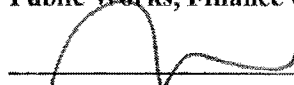




# City of Santa Fe, New Mexico

## memo

**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 

**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:

- 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  
Bid Tabulation sheet



CITY OF SANTA FE  
PURCHASING OFFICE  
BID TABULATION SHEET

On call roadway & trails construction

DATE:	TLC Plumbing & Utility	HO Construction		
BID: #	Albuquerque, NM	Albuquerque, NM		
PREPARED BY: Nathan S.				
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
TOTAL	\$4,634,119.00	\$4,775,195.00		
NM GRT (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	X		
NON-SEGREGATED FACILITIES	X	X		
NON-COLLUSION AFFIDAVIT	X	X		
SUBCONTRACTORS LISTING	X	X		
NM RESIDENT PREFERENCE NUMBER	X	X		
ADDENDUM NUMBER 1	X	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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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



14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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 or 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: \_\_\_\_\_

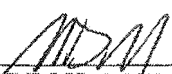

CRS# \_\_\_\_\_

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

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emissions		EMGO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7	207000A Subgrade Preparation (501-1500 SY/IN)	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.01	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 Excavation 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	302000 Process Paving & Compact Ext. Pmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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 Mat. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	423250A HMA-SP-III Complete(10,001-50,000 SY/IN)	423250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,001+ 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 Pmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	18,000	1.20	21,600.00	1.50	22,500.00	1.20	18,000.00
44	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.50	27,000.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type 1	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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 T-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment T-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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med Di Ti (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type 1-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	Traverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	4	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf Mark Right Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,468.65

174	704768	Retroreflective Preformed Patterned Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all asphalt pavement or concrete pavement or curb 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 asphalt 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 asphalt pavement or concrete pavement or curb 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 asphalt 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	710030	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710030	EACH	2	500.00	1,000.00	800.00	1,800.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor GM Emulsion, LLC

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 History of Contract & Amendments: (option; attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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:

 9/12  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & 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 Borrow	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	203205 Subexcavation and Recompanction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pvmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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	3,095.00
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 (50,000+ 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 Pvmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	1,674.25	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type 1 (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	362.00	1,910.00	
178	704744	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72	
196	801000	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	ALLOWANCE	\$	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	2,000.00	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
<b>TOTAL</b>	<b>4,139,346.73</b>	<b>4,215,036.11</b>	<b>4,296,633.73</b>





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

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

- |   |                          |                          |                             |                                     |
|---|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor EMCO of Santa Fe, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Contract is for:** 19/01/B On Call Roadway & Trails Construction Services

-----  
 Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:

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. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## 8. Amendment

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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



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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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: Allied 360 Construction, LLC  
PO Box 1913  
Española, 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  
Española, 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:

*EMM* *9/12*  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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 Mat. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,001+ 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 Pmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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'	607455	EACH	1	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastics	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	Transverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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 (Manion 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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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, all 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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
NMGR	322,081.73	327,971.11	334,320.20
<b>TOTAL</b>	<b>4,139,346.73</b>	<b>4,215,036.11</b>	<b>4,296,633.73</b>



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

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

- |   |                               |                          |                             |                                     |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | <b>FOR:</b> ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT         | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT      | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT       | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS              | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor Allied 360 Construction, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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

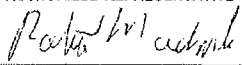
PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505		CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACUITY, A Mutual insurance Company	14184
INSURED		INSURER B : Builders Trust of New Mexico	
GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z42975	04/12/2018	04/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5752	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased/Rented Eqpt			Z42975	04/12/2018	04/12/2019	Ded: \$1,000 665,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bid Number: 18/22/B - On Call Roadway & Trails Construction Services

<b>CERTIFICATE HOLDER</b>  City of Santa Fe, Public Works Department Roadway & Trails Engineering Division PO Box 909 Santa Fe, NM 87504-0909	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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 December 31, 2018

**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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Donegal Mutual Insurance Compa</td> <td>13692</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Donegal Mutual Insurance Compa	13692	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Donegal Mutual Insurance Compa	13692													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> EMCO of Santa Fe, LLC  3810 Oliver Road  Santa Fe NM 87507	(505) 474-7094													

**COVERAGES** CERTIFICATE NUMBER: Cert ID 23423 REVISION NUMBER:

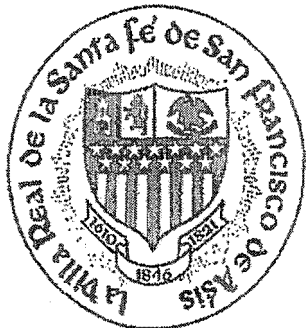
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP025481705	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP025480905	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB025527805	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV025526405	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Scheduled Equipment			CPP025481705	12/31/2017	12/31/2018	\$10,000 Ded \$ 2,359,100
A	Leased/Rented Equipment			CPP025481705	12/31/2017	12/31/2018	\$10,000 Ded \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All operations of the insured per policy conditions. Liability: Continental United States; Work Comp: NM

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  500 Market Street  Santa Fe NM 87501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §2B-1 SFCC 1987

Official Document  
Please Post

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 December 31, 2018

**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 endorsement(s).

PRODUCER Brown & Brown of NM-Santa Fe 2019 Galisteo N10, Suite D Santa Fe, NM 87505 CL House Acct	CONTACT NAME: CL House Acct	
	PHONE (A/C, No, Ext): 505-455-7355	FAX (A/C, No): 505-455-7055
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURER B : New Mexico Assurance Company		13673
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

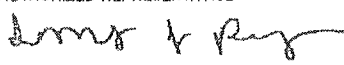
INSURED Allied 360 Construction LLC  
PO Box 1913  
Española, NM 87532

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			TBD	07/02/2018	07/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0096519.101	07/02/2018	08/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

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

**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**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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: GM Emulsion, EMCO, and Allied 360 Construction

Procurement Title: On Call Construction Services

Solicitation RFB#: '19/01/B

Department Requesting/Staff Member Public Works/ Engineering/ Michelle Martinez

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Michelle Martinez – Project Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Shirley Rodriguez      12-05-18  
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab

\*

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Pricing evaluation  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**AWARD\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract Award Notice   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Email or notification sent to all Bidders/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**DISCLOSURES\***

YES    N/A

- |   |                                     |  |
|---|-------------------------------------|--|
| <b>Contractor Disclosures &amp; Conflicts of Interest</b> |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))               |
| <b>Contractor –Conflicts of Interest</b>                  |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
| <b>Subcontractor Disclosures</b>                          |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <b>Subcontractor –Conflicts of Interest</b>               |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Other: _____   |

**CONTRACT\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of Executed Contract                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other: <u>Pending City Council Approval</u>           |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                                     |                           |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Local Preference Form     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Veterans Exemption        |

\*

Other: \_\_\_\_\_

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

**PROTEST (If applicable)\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

\_\_\_\_\_  
Department Rep Printed Name and Title

\_\_\_\_\_  
Department Rep Signature attesting that all information included





**SUMMARY INDEX**  
**SANTA FE CITY COUNCIL**  
**January 9, 2019**

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cc. Dental Therapy Resolution	Approved	10-11
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16. Communications from the Governing Body	Communications made	48
I. 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; items 10 (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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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, BDDDB 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, jjsanchez@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, jbg Guillen@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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](mailto: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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsherry@santafenm.gov](mailto:ekmcsherry@santafenm.gov), 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

- 3) CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 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](mailto: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 first 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 been 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 is 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 that 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, mid-century 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 includes 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 quoted 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 mid-century 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:

\_\_\_\_\_  
Mayor Alan Webber

ATTESTED TO:

\_\_\_\_\_  
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.

  
Yolanda Y. Vigil, City Clerk



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**SANTA FE CITY COUNCIL**  
**January 9, 2019**

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8. Approval of Minutes – Dec. 12, 2018	Approved as presented	2
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14. San Francisco Amicus Brief	Approved	18-19
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b. Demolition	Approved – garage only	25-48
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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; items 10 (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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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, BDDDB 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, jjsanchez@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, jbg Guillen@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](mailto: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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 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, yvivil@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

- 3) CONSIDERATION OF BILL NO. 2018-24: ADOPTION OF ORDINANCE 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](mailto: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 first 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 been 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, mid-century 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 includes 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 quoted 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 mid-century 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:

\_\_\_\_\_  
Mayor Alan Webber

ATTESTED TO:

\_\_\_\_\_  
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 North 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.

  
Yolanda Y. Vigil, City Clerk

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

**AGENDA**

**AFTERNOON SESSION – 5:00 P.M.**

- 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](#)

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[Item 10e.pdf](#)

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[Item 10f.pdf](#)

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[Item 10g.pdf](#)

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[Item 10j.pdf](#)

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[Item 10l.pdf](#)

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[Item 10m.pdf](#)

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[Item 10q.pdf](#)

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[Item 10w.pdf](#)

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[Item 10x.pdf](#)

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[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, jbg Guillen@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](mailto: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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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](mailto: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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@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](#)

[Item H4 pg 1-140.pdf](#)

[Item H4 pg 141-248.pdf](#)

[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](#)

[Item H4 pg 1079-1124.pdf](#)

**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**

**AFTERNOON SESSION – 5:00 P.M.**

- 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)  
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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, jbg Guillen@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](mailto: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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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](mailto: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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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, [ekmsherry@santafenm.gov](mailto:ekmsherry@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](#)

[Item H4 pg 1-140.pdf](#)

[Item H4 pg 141-248.pdf](#)

[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](#)

[Item H4 pg 1079-1124.pdf](#)

**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. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

**8. Amendment**

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



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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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: Allied 360 Construction, LLC  
PO Box 1913  
Española, 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  
Española, 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

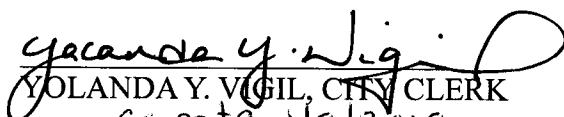
  
NAME AND TITLE

DATE: 1/18/19

DATE: 1-4-19  
CRS# 03-147576000

Registration # 180051446

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg 1/19/2019

APPROVED AS TO FORM:

 9/12  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR

  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & Grabbing	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 Borrow	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	203205 Subexcavation and Reconnection	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500S Y/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Paving & Compact Ext. Pmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B Base Coarse (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,840.00
17	403600 Open Graded Friction Course Complete (5/8)"	403600	TON	2,000	12.00	24,000.00	9.00	18,000.00	9.32	18,640.00
18	407000 Asphalt Mat. 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	407001A	TON	30	900.00	27,000.00	900.00	27,000.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	459,000.00
33	423283 HMA-SP-IV Complete 6-422 Oil (1-10,000 SY/IN)	423283	SY	400	10.00	4,000.00	7.00	2,800.00	7.74	3,096.00
34	423283A HMA-SP-IV Complete 6-422 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 6-422 Oil (50,000+ 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 Pmt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	200.00	400.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	300.00	600.00	329.45	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	601000 Removal of Structures and Obstructions	601000	LS	\$	20,000.00	20,000.00	1.00	20,000.00	1.00	20,000.00
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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



123	609430A*	Concrete Barrier Curb & Gutter 6"x30" (Colored) (1-30 LF)	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)	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)	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	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)	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Fillel (6" X Variable Width)	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Fillel (Colored) (6" X Variable Width)	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)	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)	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)	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)	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)	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)	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001	MDI Type J (Urban) H=3'-1" to 6'0"	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/J) H=3'-1" to 6'0"	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type F/B to 4'	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Transverse Drop Inlet	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	EACH	1	400.00	400.00	500.00	500.00	658.95	658.95
142	632000	Class A Seeding	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020	Class C Seeding	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Slope Seeding	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered incidental to this pay item).	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	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	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	1,432.50
149	663850	Water Valve Adjustment	EACH	5	350.00	1,750.00	400.00	2,000.00	382.00	1,910.00
150	663855	Adjust Valve Box to Grade	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	EACH	1	150.00	150.00	250.00	250.00	119.38	119.38
152	667209	Crusher Fines	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Boiler	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	15,757.50
154	667505	Lay New Brick Sidewalk	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155	667510	Remove and Reset Brick Sidewalk	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156	667515	Litter Receptacle	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,965.00
157	667520A	Park Bench 6'	EACH	20	800.00	16,000.00	500.00	1,203.30	2,406.60	29,987.00
158	667527B	Park Bench 8'	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159	701000	Panel Signs	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs	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 (Marlon U-Channel, Black w/ Breakable Base)	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Traffic Control Management (Major)	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164	702110	Portable Changeable Message Sign	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165	702600	Sequential Arrow Board Display	DAY	1	150.00	150.00	100.00	100.00	955.00	955.00
166	703300	Reflective Arrow Delineator	EACH	10	60.00	600.00	25.00	250.00	162.40	162.40
167	704000	Retroreflectized Painted Markings 4" Layout Inclusive	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168	704004	Retroreflectized Painted Markings 12" Layout Inclusive	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pmnt Stripe 4"-380 IES 3M Tape	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pmnt Stripe 12"-380 IES 3M Tape	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pmnt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pmnt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pmnt Mark Right Arrow -380 IES 3M Tape	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmnt 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 Pvmnt 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 Pvmnt Mark Word (ONLY J) - 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrapole 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 than 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 Quadrapole 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	Quadrapole 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 Altem. 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	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	476.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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  
322,081.73  
4,139,346.73

NMGR  
TOTAL

3,887,065.00  
327,971.11  
4,215,036.11

3,962,313.53  
334,320.20  
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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

## 8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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.

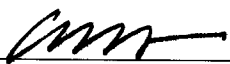
41. **Succession**

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

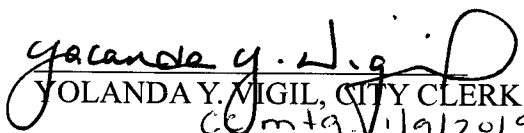
DATE: 1/18/19

DATE: 1/7/2019

CRS# 02-290940-000

Registration # 18-00117679

ATTEST:

  
YOLANDA Y. MIGIL, CITY CLERK  
*cc mtg. 1/9/2019*

APPROVED AS TO FORM:

 9/12  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR

*Various*  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Apprx. Quantity	GM Emissions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & 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 Borrow	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	203205 Subexcavation and Re-compaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact.Ext. Pmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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 Mill. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 Pmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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	725.80	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	1,862.50
53	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,087.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
58	570437 24" Storm Drain Pipe	570437	LF	30	70.00	2,100.00	50.00	1,500.00	1,045.80	3,486.00
59	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment Thrie-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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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'x8'R	607455	EACH	1	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastique	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12'-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	500	20.00	10,000.00	25.00	12,500.00	16.72	8,360.00
104	609318B*	Concrete Sloped Curb & Gutter 6"x18" (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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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)	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)	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)	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	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)	LF	500	22.00	11,000.00	30.00	15,000.00	19.00	9,500.00
128	609600*	Concrete Vally Gutter & Filled) (6" X Variable Width)	SY	500	42.00	21,000.00	67.50	33,750.00	40.59	20,295.00
129	609600A*	Concrete Vally Gutter & Filled) (Colored) (6" X Variable Width)	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)	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)	LF	25	30.00	750.00	35.00	875.00	21.97	548.25
132	609706B*	Concrete Laydown Curb & Gutter 6"x24" (26-250 LF)	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)	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)	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)	LF	500	22.00	11,000.00	30.00	15,000.00	18.00	9,000.00
136	621000	Mobilization	MILE	1	2,000.00	2,000.00	3,000.00	3,000.00	2.00	2.00
137	623001	MDI Type I (Urban) H=3'-1" to 6'0"	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H=3'-1" to 6'0"	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type L# to 4'	EACH	1	3,600.00	3,600.00	5,000.00	5,000.00	4,255.88	4,255.88
140	623501	Transverse Drop Inlet	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	EACH	1	400.00	400.00	500.00	500.00	658.95	658.95
142	632000	Class A Seeding	ACRE	1	5,000.00	5,000.00	9,000.00	9,000.00	2,758.04	2,758.04
143	632020	Class C Seeding	ACRE	1	5,000.00	5,000.00	6,000.00	6,000.00	3,151.50	3,151.50
144	632100	Sleep Slope Seeding	ACRE	1	15,000.00	15,000.00	11,000.00	11,000.00	5,500.00	5,500.00
145	632300	Manhole Extension	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered incidental to this pay item.)	EACH	8	900.00	7,200.00	625.00	5,000.00	950.00	7,600.00
147	662500	Manhole Frame and Cover	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	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	1,432.50
149	663850	Water Valve Adjustment	EACH	5	350.00	1,750.00	400.00	2,500.00	382.50	1,910.00
150	663855	Adjust Valve Box to Grade	EACH	3	300.00	900.00	250.00	750.00	286.50	859.50
151	667110	Mail Box Installation-Single	EACH	1	150.00	150.00	250.00	250.00	119.38	119.38
152	667209	Crusher Fines	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	EACH	50	550.00	27,500.00	150.00	1,500.00	315.15	15,757.50
154	667505	Lay New Brick Sidewalk	SY	500	95.00	47,500.00	125.00	62,500.00	86.91	43,455.00
155	667510	Remove and Reset Brick Sidewalk	SY	300	80.00	24,000.00	90.00	27,000.00	85.95	25,785.00
156	667515	Litter Receptacle	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	21,985.00
157	667520A	Park Bench 6'	EACH	20	800.00	16,000.00	500.00	10,000.00	1,203.30	24,066.00
158	667527B	Park Bench 8'	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	29,987.00
159	701000	Panel Signs	SF	150	16.00	2,400.00	15.00	2,250.00	17.53	2,629.50
160	701030	Remove and Reset Panel Signs	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-Channel, Black w/ Breakable Base)	LF	250	11.00	2,750.00	10.00	2,500.00	9.60	2,400.00
162	702810	Traffic Control Management (Major)	DAY	1	850.00	850.00	1,000.00	1,000.00	787.00	787.00
163	702810A	Traffic Control Management (Minor)	DAY	1	450.00	450.00	400.00	400.00	620.75	620.75
164	702110	Portable Changeable Message Sign	DAY	1	450.00	450.00	125.00	125.00	1,432.50	1,432.50
165	702600	Sequential Arrow Board Display	DAY	1	150.00	150.00	100.00	100.00	955.00	955.00
166	703300	Reflective Barrier Delineator	EACH	10	60.00	600.00	25.00	250.00	16.24	162.40
167	704000	Retroreflective Painted Markings 4" Layout Inclusive	LF	1,000	1.00	1,000.00	0.25	250.00	1.91	1,910.00
168	704004	Retroreflective Painted Markings 12" Layout Inclusive	LF	250	3.00	750.00	4.00	1,000.00	5.83	1,457.50
169	704754	Retroreflective Preformed Patterned Pymt Stripe 4"-380 IES 3M Tape	LF	500	5.00	2,500.00	2.00	1,000.00	2.68	1,340.00
170	704762	Retroreflective Preformed Patterned Pymt Stripe 12"-380 IES 3M Tape	LF	100	13.00	1,300.00	6.00	600.00	6.12	612.00
171	704765	Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pymt Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pymt Mark Right Arrow -380 IES 3M Tape	EACH	5	450.00	2,250.00	200.00	1,000.00	281.75	1,408.65

174	704768	Retroreflective Preformed Patterned Pvmr 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 Pvmr 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 Pvmr 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 Pvmr 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 Pvmr 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 Pvmr 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 Pvmr Mark Bike Symbol (BIKE) - 380 IES 3M Tape	704782	EACH	5	450.00	2,250.00	200.00	1,000.00	388.13	1,790.65
181	704784	Retroreflective Preformed Patterned Pvmr 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 complete in place, including all as-phalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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, conduit, 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadropole 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 than 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 Quadropole 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	Quadropole 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 Alter. 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	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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

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TOTAL

174	704768	Retroreflective Preformed Patterned Pymt 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 Pymt 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 Pymt 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 Pymt 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 Pymt 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 Pymt 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 Pymt 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 Pymt 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 complete in place, including all as-pphalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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-pphalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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-pphalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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-pphalt pavement or concrete pavement or curb cutting and patching, trenching, conduit, 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 30 FT	713030	EACH	50	700.00	35,000.00	700.00	35,000.00	382.00	19,100.00
190	713031	6x30 Quadrapole 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 than 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 Quadrapole 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	Quadrapole 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	Yeh. 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	721000	Removal of Pavement Stripe (Water Blasting)	721000	LF	200	5.00	1,000.00	2.50	500.00	2.39	478.00
195	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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

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4,215,036.11  
4,296,633.73

TOTAL

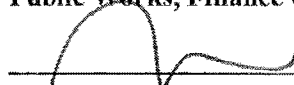




# City of Santa Fe, New Mexico

## memo

**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 

**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:

- 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  
Bid Tabulation sheet





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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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



14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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 or 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: \_\_\_\_\_

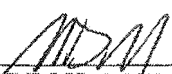

CRS# \_\_\_\_\_

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

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emissions		EMGO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7	207000A Subgrade Preparation (501-1500 SY/IN)	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.01	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 Excavation 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	302000 Process Paving & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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 Mat. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	423250A HMA-SP-III Complete(10,001-50,000 SY/IN)	423250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,001+ 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 & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	18,000	1.20	21,600.00	1.50	22,500.00	1.20	18,000.00
44	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.50	27,000.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type 1	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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 T-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment T-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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med Di Ti (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type 1-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	Traverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	4	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf Mark Right Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,468.65

174	704768	Retroreflective Preformed Patterned Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all asphalt pavement or concrete pavement or curb 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 asphalt 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 asphalt pavement or concrete pavement or curb 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 asphalt 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	710030	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710030	EACH	2	500.00	1,000.00	800.00	1,800.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
| MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
| GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor GM Emulsion, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

- 4 History of Contract & Amendments: (option; attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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:

*MDM*                      *9/12*  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & 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 Borrow	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	203205 Subexcavation and Recompanction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pvmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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	3,095.00
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
36	451060 Concrete Pvmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	1,674.25	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type 1 (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	362.00	1,910.00	
178	704744	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	6	1,650.00	8,250.00	3,000.00	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72	
196	801000	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	ALLOWANCE	\$	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	2,000.00	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 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor EMCO of Santa Fe, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Contract is for:** 19/01/B On Call Roadway & Trails Construction Services

-----  
 Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:

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. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## 8. Amendment

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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



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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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: Allied 360 Construction, LLC  
PO Box 1913  
Española, 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  
Española, 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:

*MDM*                      *9/12*  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Course (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A Base Course (501-1500 SY/IN)	303015A	SY/IN	1,500	1.25	1,875.00	1.40	2,100.00	2.44	3,660.00
16	303015B Base Course (1501+ SY/IN)	303015B	SY/IN	3,500	1.25	4,375.00	1.25	4,375.00	1.96	6,860.00
17	403600 Open Graded Friction Course 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 Mat. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,000+ 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 Pmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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'	607455	EACH	1	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastics	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	Transverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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 (Manion 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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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, all 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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
NMGR	322,081.73	327,971.11	334,320.20
<b>TOTAL</b>	<b>4,139,346.73</b>	<b>4,215,036.11</b>	<b>4,296,633.73</b>



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

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

- |   |                               |                          |                             |                                     |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | <b>FOR:</b> ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT         | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT      | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT       | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS              | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor Allied 360 Construction, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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

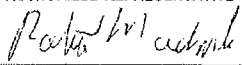
PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505		CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACUITY, A Mutual insurance Company	14184
INSURED		INSURER B : Builders Trust of New Mexico	
GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z42975	04/12/2018	04/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5752	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased/Rented Eqpt			Z42975	04/12/2018	04/12/2019	Ded: \$1,000 665,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bid Number: 18/22/B - On Call Roadway & Trails Construction Services

<b>CERTIFICATE HOLDER</b>  City of Santa Fe, Public Works Department Roadway & Trails Engineering Division PO Box 909 Santa Fe, NM 87504-0909	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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 December 31, 2018

**EMCO OF SANTA FE LLC**  
**3810 OLIVER RD**

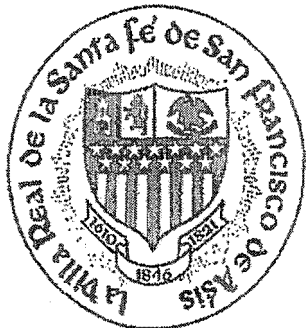
**SANTA FE NM 87507**

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.







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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §2B-1 SFCC 1987

Official Document  
Please Post

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 December 31, 2018

**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 endorsement(s).

PRODUCER Brown & Brown of NM-Santa Fe 2019 Galisteo N10, Suite D Santa Fe, NM 87505 CL House Acct	CONTACT NAME: CL House Acct	
	PHONE (A/C, No, Ext): 505-455-7355	FAX (A/C, No): 505-455-7055
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURER B : New Mexico Assurance Company		13673
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

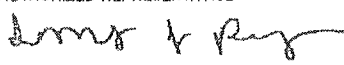
INSURED Allied 360 Construction LLC  
PO Box 1913  
Española, NM 87532

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			TBD	07/02/2018	07/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0096519.101	07/02/2018	08/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of Santa Fe 200 Lincoln Ave. PO Box 909 Santa Fe, NM 87504	<b>CANCELLATION</b>  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 

**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**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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: GM Emulsion, EMCO, and Allied 360 Construction

Procurement Title: On Call Construction Services

Solicitation RFB#: '19/01/B

Department Requesting/Staff Member Public Works/ Engineering/ Michelle Martinez

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Michelle Martinez – Project Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Shirley Rodriguez      12-05-18  
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab

\*

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Pricing evaluation  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**AWARD\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract Award Notice   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Email or notification sent to all Bidders/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**DISCLOSURES\***

YES    N/A

- |   |                                     |  |
|---|-------------------------------------|--|
| <b>Contractor Disclosures &amp; Conflicts of Interest</b> |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))               |
| <b>Contractor –Conflicts of Interest</b>                  |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
| <b>Subcontractor Disclosures</b>                          |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <b>Subcontractor –Conflicts of Interest</b>               |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Other: _____   |

**CONTRACT\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of Executed Contract                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other: <u>Pending City Council Approval</u>           |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                                     |                           |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Local Preference Form     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Veterans Exemption        |

\*

Other: \_\_\_\_\_

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

**PROTEST (If applicable)\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

\_\_\_\_\_  
Department Rep Printed Name and Title

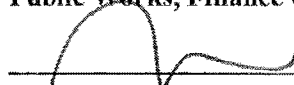

\_\_\_\_\_  
Department Rep Signature attesting that all information included


# City of Santa Fe, New Mexico

## memo

**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 

**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:

- 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  
 Bid Tabulation sheet





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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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



19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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 or 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: \_\_\_\_\_

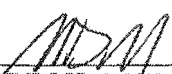

CRS# \_\_\_\_\_

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



Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emissions		EMGO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
7	207000A Subgrade Preparation (501-1500 SY/IN)	207000A	SY/IN	1,500	0.30	450.00	0.25	375.00	1.01	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 Excavation 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	302000 Process Paving & Compact Ext. Pvmt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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 Mat. 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	423250A HMA-SP-III Complete(10,001-50,000 SY/IN)	423250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,001+ 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 & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	18,000	1.20	21,600.00	1.50	22,500.00	1.20	18,000.00
44	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.50	27,000.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type 1	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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 T-Beam	606010	LF	500	27.00	13,500.00	25.00	12,500.00	28.75	14,375.00
76	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	4,775.00
79	606050	End Treatment T-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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med Di Ti (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	4,297.50
139	623311	CDI Type 1-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	Traverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	4	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf Mark Right Arrow -380 IES 3M Tape	704767	EACH	5	450.00	2,250.00	200.00	1,000.00	281.73	1,468.65

174	704768	Retroreflective Preformed Patterned Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all asphalt pavement or concrete pavement or curb 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 asphalt 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 asphalt pavement or concrete pavement or curb 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 asphalt 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	710030	Electrical Pull Box (Standard) complete installation including box, cover, conduit to controller cabinet and detector loops, all asphalt pavement or concrete pavement or curb cutting, removal, and patching	710030	EACH	2	500.00	1,000.00	800.00	1,800.00	513.79	1,027.58
188	710010	Electrical Pull Box (Large) complete installation including box, cover, conduit to controller cabinet and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor GM Emulsion, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

- 4 History of Contract & Amendments: (option; attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

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. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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:

 9/12  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000 Clearing & 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 Borrow	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	203205 Subexcavation and Recompanction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pvmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete(1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete(10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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	3,095.00
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
36	451060 Concrete Pvmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	1,674.25	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastic	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type 1 (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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-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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt Mark Word (STOP) - 380 IES 3M Tape	704771	EACH	5	550.00	2,750.00	200.00	1,000.00	362.00	1,910.00	
178	704744	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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	Retrorreflective Preformed Patterned Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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 and detector loops, all 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 and 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72	
196	801000	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	ALLOWANCE	\$	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	2,000.00	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
<b>TOTAL</b>	<b>4,139,346.73</b>	<b>4,215,036.11</b>	<b>4,296,633.73</b>



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

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

- |   |                          |                          |                             |                                     |
|---|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT  | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS         | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor EMCO of Santa Fe, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Contract is for:** 19/01/B On Call Roadway & Trails Construction Services

-----  
 Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:

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. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## 8. Amendment

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **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: Allied 360 Construction, LLC  
PO Box 1913  
Española, 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  
Española, 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:

*MDM*                      *9/12*  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit Line Item

Item No.	Item Description	Item No.	Units	Approx. Quantity	GM Emulsions		EMCO of Santa Fe		Allied 360 Construction	
					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 Borrow	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	203205 Subexcavation and Recompaction	203205	CY	500	15.00	7,500.00	10.00	5,000.00	21.97	10,985.00
6	207000 Subgrade Preparation (1-500 SY/IN)	207000	SY/IN	500	0.50	250.00	0.25	125.00	2.15	1,075.00
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
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 Excavation 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	302000 Process Placing & Compact Ext. Pvmnt	302000	SY/IN	2,410	1.50	3,615.00	1.50	3,615.00	1.34	3,229.40
14	303015 Base Coarse (1-500 SY/IN)	303015	SY/IN	500	1.50	750.00	1.50	750.00	2.82	1,410.00
15	303015A 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
16	303015B 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	403600 Open Graded Friction Course 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	407001A	TON	30	900.00	27,000.00	800.00	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	408100 Prime Coat Material	408100	TON	30	900.00	27,000.00	900.00	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	414000B 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 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	417100 Asphalt Curb (6" Width)	417100	LF	2,500	10.00	25,000.00	10.00	25,000.00	10.37	25,925.00
30	423250 HMA-SP-III Complete (1-10,000 SY/IN)	423250	SY/IN	10,000	6.00	60,000.00	5.75	57,500.00	8.93	89,300.00
31	4234250A HMA-SP-III Complete (10,001-50,000 SY/IN)	4234250A	SY/IN	50,000	5.00	250,000.00	5.75	287,500.00	7.50	375,000.00
32	423250B HMA-SP-III Complete (50,001+ SY/IN)	423250B	SY/IN	75,000	4.50	337,500.00	5.75	431,250.00	6.12	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
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 (50,001+ 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 Pvmnt Complete-Replace In-Kind Dowelled & 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	30,000.00	600.00	30,000.00	439.30	21,965.00
38	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	6,090.00
39	511501 Stucco (Color Determined Per Project)	511501	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	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	543002 Metal Railing, Type D	543002	LF	500	25.00	12,500.00	30.00	15,000.00	85.00	42,500.00
45	541200 Structural Steel for Miscellaneous Structures	541200	LB	18,000	1.60	28,800.00	4.25	76,500.00	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	570018 18" Culvert Pipe	570018	LF	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
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	570037 36" Culvert Pipe End Section	570037	EACH	2	600.00	1,200.00	600.00	1,200.00	688.50	1,377.00
54	570048 48" Culvert Pipe	570048	LF	30	90.00	2,700.00	80.00	2,400.00	764.00	22,920.00
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
56	570425 18" Storm Drain Pipe	570425	LF	30	45.00	1,350.00	30.00	900.00	36.29	1,088.70
57	570429 18" Storm Drain End Section	570429	EACH	2	200.00	400.00	300.00	600.00	687.60	1,375.20
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	570441 24" Storm Drain End Section	570441	EACH	2	300.00	600.00	500.00	1,000.00	329.48	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	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
62	601110 Removal of Surfacing	601110	SY/IN	5,000	2.50	12,500.00	3.00	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 G	602200	CY	75	180.00	13,500.00	150.00	11,250.00	109.83	8,237.25
67	602200	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	603220	Check Dam Type I	603220	LF	60	15.00	900.00	30.00	1,800.00	19.10	1,146.00
70	603250	Drop Inlet Protection Type 1	603250	EACH	1	125.00	125.00	200.00	200.00	191.00	191.00
71	603251	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	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	606050	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	606052	End Treatment TL-2 End Terminal	606052	EACH	2	2,000.00	4,000.00	2,500.00	5,000.00	2,387.50	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	607005	Barbless Wire Fence 4'	607005	LF	500	2.50	1,250.00	5.00	2,500.00	5.97	2,985.00
83	607026	Chain Link Fence 6'	607026	LF	200	20.00	4,000.00	20.00	4,000.00	26.27	5,254.00
84	607079	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'	607455	EACH	1	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*	Concrete Sidewalk 4" (101-500 SY)	608004A*	SY	500	45.50	22,750.00	45.00	22,500.00	42.98	21,490.00
89	608005A*	Concrete Sidewalk 4" (Colored) (101-500 SY)	608005A*	SY	500	47.50	23,750.00	50.00	25,000.00	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	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 Plastics	608300	SF	1,000	25.00	25,000.00	25.00	25,000.00	23.40	23,400.00
96	608400*	ADA Ramp	608400*	SY	300	60.00	18,000.00	63.00	18,900.00	57.30	17,190.00
97	608400A*	ADA Ramp (Colored)	608400A*	SY	300	62.00	18,600.00	72.00	21,600.00	61.00	18,300.00
98	609200*	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	609202A*	12"-18" Tall Cut-off Wall (Colored)	609202A*	LF	250	24.00	6,000.00	35.00	8,750.00	16.00	4,000.00
102	609318*	Concrete Sloped Curb & Gutter 6"x18" (0-250 LF)	609318*	LF	250	24.00	6,000.00	30.00	7,500.00	18.15	4,537.50
103	609318A*	Concrete Sloped Curb & Gutter 6"x18" (251+LF)	609318A*	LF	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) Colored	609324A*	LF	250	24.00	6,000.00	30.00	7,500.00	26.51	6,627.50
108	609324B*	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) 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) 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) Colored	609418E*	LF	500	20.00	10,000.00	30.00	15,000.00	15.43	7,715.00
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" (31-250 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	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) 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	623001	MDI Type I (Urban) H=3'-1" to 6'0"	623001	EACH	1	2,900.00	2,900.00	5,000.00	5,000.00	4,011.00	4,011.00
138	623004	MOD Med DI TI (Valley/U) H+3'1" to 6'0"	623004	EACH	1	2,800.00	2,800.00	5,000.00	5,000.00	4,297.50	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	Transverse Drop Inlet	623501	EACH	1	5,500.00	5,500.00	6,000.00	6,000.00	7,162.50	7,162.50
141	623600	Junction Box	623600	EACH	1	400.00	400.00	500.00	500.00	658.95	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	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	632300	EACH	8	300.00	2,400.00	750.00	6,000.00	620.75	4,966.00
146	662400	Manhole Adjustments (Frame and collar to be considered 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	3,200.00	375.00	3,000.00	429.75	3,438.00
148	663110	Remove and Relocate Existing Fire Hydrant	663110	EACH	2	600.00	1,200.00	2,500.00	5,000.00	716.25	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	663855	Adjust Valve Box to Grade	663855	EACH	3	300.00	900.00	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	667209	Crusher Fines	667209	CY	500	20.00	10,000.00	20.00	10,000.00	55.39	27,695.00
153	667500	Bollard	667500	EACH	50	550.00	27,500.00	150.00	7,500.00	315.15	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	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	667515	Litter Receptacle	667515	EACH	20	900.00	18,000.00	250.00	5,000.00	1,098.25	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	667527B	Park Bench 8'	667527B	EACH	20	1,100.00	22,000.00	750.00	15,000.00	1,499.35	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	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 (Manion 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	702810A	Traffic Control Management (Minor)	702810A	DAY	1	450.00	450.00	400.00	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	702600	Sequential Arrow Board Display	702600	DAY	1	150.00	150.00	100.00	100.00	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 Pvmf 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 Pvmf 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 Pvmf Mark Combo (Thru & Right) Arrow -380 IES 3M Tape	704765	EACH	5	400.00	2,000.00	200.00	1,000.00	286.50	1,432.50
172	704766	Retroreflective Preformed Patterned Pvmf Mark Combo (Thru & Left) Arrow -380 IES 3M Tape	704766	EACH	2	400.00	800.00	200.00	400.00	573.00	1,146.00
173	704767	Retroreflective Preformed Patterned Pvmf 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 Pvmnt 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 complete in place, including all as-phalt pavement or concrete pavement or curb 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 pavement or concrete pavement or curb 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, all 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, sealant, 30 FT lead-in inclusive). Lead-ins greater than 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 than 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	15,000.00	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	721101	Removal of Pavement Marking (Water Blasting)	721101	EACH	8	100.00	800.00	200.00	1,600.00	93.59	748.72
196	801000	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	ALLOWANCE	\$ 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	2,000.00	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
NMGR	322,081.73	327,971.11	334,320.20
<b>TOTAL</b>	<b>4,139,346.73</b>	<b>4,215,036.11</b>	<b>4,296,633.73</b>



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

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

- |   |                               |                          |                             |                                     |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | <b>FOR:</b> ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input checked="" type="checkbox"/> |
|   | MAINTENANCE AGREEMENT         | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/>            |
|   | LEGAL SERVICES AGREEMENT      | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/>            |
|   | MEMORANDUM OF AGREEMENT       | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/>            |
|   | GRANT AGREEMENTS              | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/>            |

2 Name of Contractor Allied 360 Construction, LLC

- 3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: Not to exceed \$4M

Termination Date: \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 19/01/B On Call Roadway & Trails Construction Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original 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)  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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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

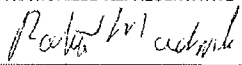
PRODUCER License # 0757776 HUB International Insurance Services (NMX) 2905 Rodeo Park Drive East, Suite 100 Santa Fe, NM 87505		CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACUITY, A Mutual insurance Company	14184
INSURED		INSURER B : Builders Trust of New Mexico	
GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z42975	04/12/2018	04/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Z42975	04/12/2018	04/12/2019	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5752	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Leased/Rented Eqpt			Z42975	04/12/2018	04/12/2019	Ded: \$1,000 665,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Bid Number: 18/22/B - On Call Roadway & Trails Construction Services

<b>CERTIFICATE HOLDER</b>  City of Santa Fe, Public Works Department Roadway & Trails Engineering Division PO Box 909 Santa Fe, NM 87504-0909	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

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

Official Document  
Please Post

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 December 31, 2018

**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.

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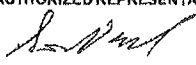
<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (505) 982-4302 E-MAIL ADDRESS: FAX (A/C, No): (505) 989-9186													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Donegal Mutual Insurance Compa</td> <td>13692</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Donegal Mutual Insurance Compa	13692	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Donegal Mutual Insurance Compa	13692													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> EMCO of Santa Fe, LLC  3810 Oliver Road  Santa Fe NM 87507	(505) 474-7094													

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 23423      **REVISION NUMBER:**

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

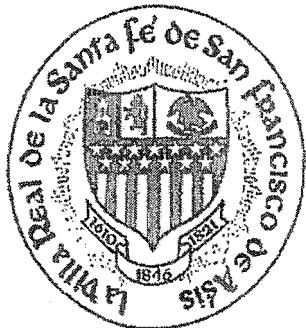
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP025481705	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP025480905	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UMB025527805	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV025526405	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Scheduled Equipment			CPP025481705	12/31/2017	12/31/2018	\$10,000 Ded \$ 2,359,100
A	Leased/Rented Equipment			CPP025481705	12/31/2017	12/31/2018	\$10,000 Ded \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All operations of the insured per policy conditions. Liability: Continental United States; Work Comp: NM

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  500 Market Street  Santa Fe NM 87501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §20-1 SFCC 1987

Official Document  
Please Post

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 December 31, 2018

**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

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PRODUCER Brown & Brown of NM-Santa Fe 2019 Galisteo N10, Suite D Santa Fe, NM 87505 CL House Acct	CONTACT NAME: CL House Acct	
	PHONE (A/C, No, Ext): 505-455-7355	FAX (A/C, No): 505-455-7055
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURER B : New Mexico Assurance Company		13673
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

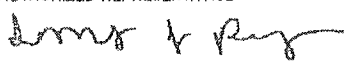
INSURED Allied 360 Construction LLC  
PO Box 1913  
Española, NM 87532

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			TBD	07/02/2018	07/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			TBD	07/02/2018	07/02/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0096519.101	07/02/2018	08/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

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

**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**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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: GM Emulsion, EMCO, and Allied 360 Construction

Procurement Title: On Call Construction Services

Solicitation RFB#: '19/01/B

Department Requesting/Staff Member Public Works/ Engineering/ Michelle Martinez

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Michelle Martinez – Project Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Shirley Rodriguez      12-05-18  
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all bid submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Tab

\*

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications                          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Pricing evaluation  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**AWARD\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning bid (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract Award Notice   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Email or notification sent to all Bidders/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

**DISCLOSURES\***

YES    N/A

- |   |                                     |  |
|---|-------------------------------------|--|
| <b>Contractor Disclosures &amp; Conflicts of Interest</b> |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))               |
| <b>Contractor –Conflicts of Interest</b>                  |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
| <b>Subcontractor Disclosures</b>                          |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <b>Subcontractor –Conflicts of Interest</b>               |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Other: _____   |

**CONTRACT\***

YES    N/A

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of Executed Contract                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other: <u>Pending City Council Approval</u>           |

**MISCELLANEOUS FILE\***

YES    N/A

- |                                     |                                     |                           |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Local Preference Form     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Veterans Exemption        |

\*

Other: \_\_\_\_\_

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

**PROTEST (If applicable)\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Original bid(s) with no redactions

\_\_\_\_\_  
Department Rep Printed Name and Title

\_\_\_\_\_  
Department Rep Signature attesting that all information included