

City of Santa Fe, New Mexico

memo

DATE: December 18, 2013

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Division 

VIA: Marcos A. Tapia, Director
Finance Department 

ISSUE: Purchase of (1) Front Loading Collection Unit for Environmental Services
Procurement Method; Bid #13/20/B
Vendor: Bruckner Truck Sales, Inc

SUMMARY:

On April 24, 2013, the City Council approved the procurement of collection units based on Public Bid 13/20/B. This active bid identified an allowance for additional purchases of units at the same pricing until December 31, 2013. Bruckner Truck Sales has extended the allowable date for Bid pricing until March 31, 2014.

Bid 13/20/B, identifies Item #1 below as the approved product for this procurement request.

Item 1: Front Loading Collection Unit with CNG:
Bruckner Truck Sales with AMREP Body: \$255,165.00

The Environmental Services Department, has provided a detailed breakdown of the funding sources related to this procurement including funding from the NM Environmental Department and will be available in Business Unit #52262.571000 (Commercial/Residential Collections /Capital Outlay >1.5 tons)

ACTION REQUESTED:

It is requested that this recommendation of award to Bruckner's Truck Sales, in the total amount of \$255,165.00, be reviewed, approved and submitted to the City Council for its consideration.



December 16, 2013

City of Santa Fe
Public Utilities / Environmental Services
Attn: Lawrence Garcia
2651 Siringo Road Building "H"
Santa Fe, NM 87505

R.E. Bid # `13/20/B

Dear Lawrence,

Bruckner Truck Sales, Inc. will honor bid # `13/20/B pricing for an additional 2014 Autocar, ACX64, front loader, with the same Amrep body at the price of \$255,165 through March 31, 2014.

Please keep in mind that delivery of the completed unit will be approximately 210 days form time of order.

Thank you,

A handwritten signature in black ink, appearing to read "Evan Smith".

Evan Smith
General Manager
Bruckner Truck Sales, Inc.

cc Chris Bruckner
Brian Murphy
Ryan Linson



Agenda REGULAR MEETING OF
THE GOVERNING BODY
APRIL 24, 2013
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 4-19-13 TIME 4:20 pm

SERVED BY

RECEIVED BY

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: Reg. City Council Meeting – April 10, 2013
9. PRESENTATIONS
 - a) Muchas Gracias – 2013 New Mexico State Science and Engineering Fair Award Recipients. (5 minutes)
 - b) Proclamation – April 27, 2013, Keep America Beautiful – Great American Clean Up Day. (Gilda Montano) (5 minutes)
 - c) Proclamation – Jim Montman, Aviation Division Director, Transportation Department. (5 minutes)
 - d) "Santa Fe Watershed Association Presentation of Community Education and Outreach Work as Part of the Santa Fe Municipal Watershed Investment Program". (Dale Lyons) (5 minutes)
10. CONSENT CALENDAR
 - a) Bid No. 13/20/B – Equipment Procurement for Phase II Annexation: One (1) Front-Loading Collection Unit; One (1) Automated Side-Loading Collection Unit and One (1) Top-Loading Recycling Collection Unit for Environmental Services Division; Bruckners/Amrep, Inc. (Cindy Padilla)



Agenda REGULAR MEETING OF
THE GOVERNING BODY
APRIL 24, 2013
CITY COUNCIL CHAMBERS

- b) Request for Approval of Amendment No. 3 to Professional Services Agreement – Northwest Well, Task 5 Permit Application; Lee Wilson & Associates, Inc. (Claudia Borchert)
- c) Request for Approval of Procurement Under State Price Agreement – Phase II Annexation: 11,000 Recycling Containers for Environmental Services Division; Cascade Engineering. (Cindy Padilla)
- d) Request for Approval of Grant Agreement – Santa Fe Trails New Freedom Grant; Department of Transportation Federal Transit Administration. (David Chapman)
- e) Request for Approval of Purchase Agreement – Acquisition of Real Estate at Santa Fe Place Mall for Development of Transit Center Improvements; Trademark Property Company. (Jon Bulthuis)
- f) Request for Approval of Cooperative Agreement – NM 599/Jaguar Interchange Project; New Mexico Department of Transportation. (John Romero)
- g) Request for Approval of Supplemental Lease Agreements No. 2 and No. 3 - Office Space Occupied Within the Montoya Federal Building at 120 S. Federal Place; United States of America. (Edward Vigil)
- h) Request for Approval of Change Order No. 3 – Santa Fe River Repairs and Improvements for Items Not in Original Bid; Lockwood Construction Company. (Brian Drypolcher)
 - 1) Request for Approval of Budget Adjustment – Project Fund.
- i) Request for Approval of Professional Services Agreement – Auditing Services for City of Santa Fe (RFP #11/22/P); Atkinson & Co. (Teresita Garcia)
- j) Notification of the Use of Emergency Procurement for Material/Supply Acquisition and Construction Services to Temporarily Replace 2,500 Feet of 24-Inch Diameter Raw Water Pipeline Between Nichols Reservoir and Canyon Road Water Treatment Plant (CRWTP) to Ensure CRWTP is Operational to Meet City's Water System Demands. (Mike Gonzales and Bill Huey)

**MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
April 24, 2013**

AFTERNOON SESSION

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor David Coss, on Wednesday, April 24, 2013, at approximately 5:00 p.m., in the City Hall Council Chambers. 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 David Coss
Councilor Rebecca Wurzbarger, Mayor Pro-Tem
Councilor Patti J. Bushee
Councilor Christopher Calvert
Councilor Bill Dimas
Councilor Carmichael A. Dominguez
Councilor Peter N. Ives
Councilor Christopher M. Rivera
Councilor Ronald S. Trujillo

Others Attending

Robert Romero, City Manager
Geno Zamora, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: Councilor Wurzbarger moved, seconded by Councilor Bushee, to approve the agenda as published.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvert, Dimas, Dominguez, Ives, Rivera, Trujillo and Wurzbarger voting for the motion and none against.

7. APPROVAL OF CONSENT CALENDAR

MOTION: Councilor Calvert moved, seconded by Councilor Wurzbarger, to approve the following Consent Calendar, as amended.

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

For: Councilor Bushee, Councilor Calvert, Councilor Dimas, Councilor Dominguez, Councilor Ives, Councilor Rivera, Councilor Trujillo and Councilor Wurzbarger.

Against: None.

- a) **BID NO. 13/20/B – EQUIPMENT PROCUREMENT FOR PHASE II ANNEXATION; ONE (1) FRONT-LOADING COLLECTION UNIT; ONE (1) AUTOMATED SIDE-LOADING COLLECTION UNIT AND ONE (1) TOP LOADING RECYCLING COLLECTION UNIT FOR ENVIRONMENTAL SERVICES DIVISION; BRUCKNERS/AMREP, INC. (CINDY PADILLA)**
- b) **REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT – NORTHWEST WELL, TANK 5 PERMIT APPLICATION; LEE WILSON & ASSOCIATES, INC. (CLAUDIA BORCHERT)**
- c) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – PHASE II ANNEXATION; 11,000 RECYCLING CONTAINERS FOR ENVIRONMENTAL SERVICES DIVISION; CASCADE ENGINEERING. (CINDY PADILLA)**
- d) **REQUEST FOR APPROVAL OF GRANT AGREEMENT – SANTA FE TRAILS NEW FREEDOM GRANT; DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION. (DAVID CHAPMAN)**
- e) **REQUEST FOR APPROVAL OF PURCHASE AGREEMENT – ACQUISITION OF REAL ESTATE AT SANTA FE PLACE MALL FOR DEVELOPMENT OF TRANSIT CENTER IMPROVEMENTS; TRADEMARK PROPERTY COMPANY. (JON BULTHUIS)**
- f) *[Removed for discussion by Councilor Trujillo]*
- g) **REQUEST FOR APPROVAL OF SUPPLEMENTAL LEASE AGREEMENTS NO. 2 AND NO. 3 – OFFICE SPACE OCCUPIED WITHIN THE MONTOYA FEDERAL BUILDING AT 120 S. FEDERAL PLACE; UNITED STATES OF AMERICA. (EDWARD VIGIL)**
- h) **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 3 – SANTA FE RIVER REPAIRS AND IMPROVEMENTS FOR ITEMS NOT IN ORIGINAL BID; LOCKWOOD CONSTRUCTION COMPANY. (BRYAN DRYPOLCHER)**
 - 1) **REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT – PROJECT FUND.**

City of Santa Fe, New Mexico

memo

DATE: July 29, 2013
TO: Finance Committee
FROM: Robert Rodate, Purchasing Officer
Purchasing Office *PR*
VIA: Marcos Tapia, Director
Finance Department
ISSUE: Award of Bid # '13/20/B
(3) Collection Unit

SUMMARY:

On March 25, 2013, nine bids were received for the procurement of the above referenced equipment as follows:

	<u>Bid Amount</u>
Bruckner Truck Sales, Albuquerque	
Unit Price for a Front Loading Collection Unit	\$255,165.00
Unit Price for a Side Loading Collection Unit	\$276,901.00
Unit Price for a Top Loading Residential Unit	\$247,651.00
Bruckner Truck Sales, Albuquerque	
Unit Price for a Front Loading Collection Unit	\$255,193.00
Unit Price for a Side Loading Collection Unit	\$278,877.00
Unit Price for a Top Loading Residential Unit	\$237,379.00
Bruckner Truck Sales, Albuquerque	
Unit Price for a Front Loading Collection Unit	\$257,151.00
Unit Price for a Side Loading Collection Unit	\$283,651.00
Unit Price for a Top Loading Residential Unit	No Bid
Rush Truck Center of New Mexico, Albuquerque	
Unit Price for a Front Loading Collection Unit	\$259,624.00
Unit Price for a Side Loading Collection Unit	\$282,386.00
Unit Price for a Top Loading Residential Unit	\$245,892.00
Rush Truck Center of New Mexico, Albuquerque	
Unit Price for a Front Loading Collection Unit	\$259,652.00
Unit Price for a Side Loading Collection Unit	\$284,362.00

Unit Price for a Top Loading Residential Unit \$235,590.00

Rush Truck Center of New Mexico, Albuquerque

Unit Price for a Front Loading Collection Unit \$261,610.00

Unit Price for a Side Loading Collection Unit \$292,136.00

Unit Price for a Top Loading Residential Unit No Bid

Rush Truck Center of New Mexico, Albuquerque

Unit Price for a Front Loading Collection Unit \$278,536.00

Unit Price for a Side Loading Collection Unit \$307,611.00

Unit Price for a Top Loading Residential Unit No Bid

Robert Truck Center, Albuquerque

Unit Price for a Front Loading Collection Unit \$282,176.00

Unit Price for a Side Loading Collection Unit \$311,003.00

Unit Price for a Top Loading Residential Unit No Bid

Rush Truck Center of New Mexico, Albuquerque

Unit Price for a Front Loading Collection Unit \$310,632.00

Unit Price for a Side Loading Collection Unit \$296,245.00

Unit Price for a Top Loading Residential Unit No Bid

The using department has reviewed the bids and recommends award to Bruckner Truck Sales, Albuquerque, to purchase three side loading collection units in the amount of \$712,047.00. Rush Truck Center of New Mexico, Albuquerque was the apparent low bidder, but they did not meet the specifications.

Budget is available in account number 52265.571000 (Solid Waste – Com/Res Recycling – Vehicles > 1.5) in the amount of \$526,834.00.

ACTION:

It is requested that this recommendation of award to Rush Truck Center of New Mexico, Albuquerque in the total amount of \$712,047.00 be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.

City of Santa Fe, New Mexico

memo

DATE: August 7, 2013
TO: Public Utilities Committee
FROM: Cindy Padilla, Environmental Services Division Director
VIA: Nick Schiavo, Public Utilities & Water Division Director

ITEM AND ISSUE:

The Environmental Services Division (Division) is respectfully requesting to purchase three Compressed Natural Gas (CNG) recycling collection units. Two of the three units will be used for residential collection units and one unit will be utilized for commercial recycling. The Division's commercial recycling customer base continues to increase and we are consistently using both our front line and our back-up units on a daily basis. The residential recycling collection has also increased and the Division anticipates it will continue to increase with the Divisions ongoing efforts to increase recycling participation.

BACKGROUND AND SUMMARY:

The Division requested pricing through a competitive bid process, Bid # 13/20/B, bids were received on March 25, 2013. Please see pricing below:

Pricing Amount

Contractor Name	Price Per Unit Cost	Total Cost
Rush Truck Center of Albuquerque	\$235,590	\$706,770
Bruckner's / PendPac	\$237,349	\$712,047
Bruckner's / Amrep	\$247,651	\$742,953

RECOMMENDED ACTION:

The Division is requesting the approval to purchase three recycling collection units from Bruckner's with a PendPac body; although they were not the low bidder this company met all the required specifications. Rush Truck Center was the low bidder, but they did not meet several critical specifications. The total amount for this purchase is seven hundred twelve thousand forty-seven dollars (\$712,047). The funding is available in business unit 52265, line item 571000 vehicles > 1.5. Thank you.

**CITY OF SANTA FE
PUBLIC UTILITIES
ENVIRONMENTAL SERVICES**

Auto Car
Labrie

"REQUEST FOR BID"

**(3) COLLECTION UNITS-CNG
ONE FRONT-LOADING, ONE AUTOMATED SIDE LOADER, AND ONE
TOP LOADING RESIDENTIAL RECYCLING**

BID # '13/20/B

BID DUE:

March 25, 2013

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING "H"

SANTA FE, NEW MEXICO 87505

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **BRUCKNER TRUCK SALES, INC**

DBA: **BRUCKNER TRUCK SALES INC**
PO BOX 31958
AMARILLO, TX 79120-1958

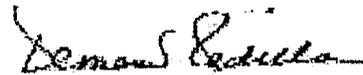
Expires: **6-Apr-2015**

Please verify current status of Certificate by contacting Taxation and Revenue Department

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L0134310208



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



NEW MEXICO

TAXATION & REVENUE DEPARTMENT

MVD - 10068
REV 11/03

014373

MOTOR VEHICLE DIVISION

2012

PURSUANT TO SECTION 66-4-1, NMSA 1978, the Person or Business
Named Herein has been Licensed as a:

Retail Dealer, Trailer Dealer

and is valid for the period from 04/01/2012 through 03/31/2013 and may purchase up to 3 plates.

License Number **2003**

Business Name **BRUCKNER TRUCK SALES INC.**

Business Location **5010 JEFFERSON NE, ALBUQUERQUE, NM 87109**

Mailing Address **9471 I-40 EAST
AMARILLO, TX 79118**

Restrictions **Must provide 25 off street customer parking spaces, 3 handicapped, 10 outdoor vehicle display spaces. Display not to be parked in landscape areas, customer parking or outside fence as on site plan.**

Dealer hard plates and demonstration permits are to be used only on vehicles in the INVENTORY of the licensed business in accordance with Section 66-3-401, NMSA 1978.

2012





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2012

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 Shepherd Insurance, LLC. 1200 W. Carmel Dr. Carmel IN 46032	CONTACT NAME: Matt Smith PHONE (A/C No. Extn): (317) 846-5554 E-MAIL ADDRESS: msmith@shepherdins.com FAX (A/C No): (317) 846-5444
INSURED Bruckner Truck Sales, Inc. 5010 Jefferson NE Albuquerque NM 87109	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1222813774 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	ADDRESS/INSR SVCT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GA-6397P505	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liability <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		GA-6397P505	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ LIMIT: \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000		630-6392P491	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	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				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Keepers		GA-6397P505	3/1/2012	3/1/2013	Limit: 650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER:

CANCELLATION

Evidence of Insurance

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

Matt Smith/DDODD

CITY OF SANTA FE
BID FORM
BID # '13/20/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
b. Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

BRACKNER TRUCK SALES, INC., 5010 JEFFERSON STREET, N.E.,
ALBUQUERQUE, NEW MEXICO 87109 1-505-843-7703 = OFFICE
1-505-830-1831 = FAX JOHN HUTSON = SERVICE MANAGER

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

210 calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

UNIT PRICE FOR FRONT LOADING COLLECTION UNIT WITH CNG ENGINE:

~~\$ 253,193.00~~ 2014 AUTOCAR, ACX64 w/ PENDING LABRIS, WITKE RETRO

UNIT PRICE FOR SIDE LOADING COLLECTION UNIT WITH CNG ENGINE:

~~\$ 278,879.00~~ 2014 AUTOCAR, ACX64 w/ PENDING LABRIS ALLEY GATOR ZERO

UNIT PRICE FOR TOP LOADING RESIDENTIAL RECYCLING COLLECTION UNIT WITH CNG ENGINE:

~~\$ 237,349.00~~ 2014 AUTOCAR, PCX42 w/ PENDING LABRIS TOP SELECT 2000

TOTAL BID AMOUNT FOR ADDITIONAL UNITS MAY BE ORDERED BY THE CITY UNTIL DECEMBER 31, 2013: YES

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Firm BRUCKNER TRUCK SALES, INC

Address 5010 JEFFERSON STREET, N.E., ALBUQUERQUE, NEW MEXICO 87109

Authorized Signature Tony G. Martinez

Print Name TONY G. MARTINEZ

Position GOVERNMENTAL SALES

Phone Number 505-25-2013 Fax Number 1-505-830-2831

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0134310208
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 12/4/13**

ISSUE NO. 11

Request for approval of Grant from New Mexico Environment Department, Diesel Emission Reduction Act, for purchase of CNG Front Loading Refuse Collection Unit. (Cindy Padilla)

- a. Approval of a budget increase in the amount of the DERA Grant, \$67,760.00.
- b. Approval of Budget Adjustment Request in the amount to be determined upon selection of vehicle. (Amount will be established prior to City Council approval.)

Public Utilities Committee – 12/4/13
Finance Committee – January 2014
City Council – January 2014

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to the January 2014 Finance Committee meeting.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR CALVERT, CHAIR	X		
COUNCILOR TRUJILLO	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR DIMAS	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

Date: December 4, 2013

To: Public Utilities Committee

From: Lawrence Garcia, Environmental Services Division Project Administrator 

Via: Cindy Padilla, Environmental Services Division Director
Nick Schiavo, Acting Public Utilities Department & 
Water Division Director

RE: Requesting the following four approvals:

1. To enter into a Grant Agreement with New Mexico Environment Department, Air Quality Bureau, the amount of \$67,760.00. (NM-DEIRA-13-02 GRANT AGREEMENT);
2. Purchase a CNG front-loading collection unit
3. Budget Increase in the amount of Grant (\$67,760.00)
4. Budget Adjustment.

BACKGROUND AND SUMMARY:

The Environmental Services Division (Division) is working with New Mexico Environment Department (NMED) in obtaining a Grant. This Grant opportunity is through the Air Quality Bureau, and funded by the Diesel Emissions Reduction Act (DERA). DERA is a federal grant from the U.S. Environmental Protection Agency (EPA) for the purpose of reducing diesel engine emissions.

The Division is respectfully requesting authority to enter into an agreement with the New Mexico Environment Department, Air Quality Bureau to obtain grant funding in the amount of sixty-seven thousand seven hundred sixty dollars (\$67,760). The Grant funding will be utilized to purchase a compressed natural gas front-loading collection unit. Based on the timelines of the Grant, the collection vehicle will need to be delivered to the Division by September 30, 2014.

The Division has not selected a vendor, although we have requested pricing from three truck vendors and four body manufactures. The Division went out for bid on March 24, 2013 (13/20/B) and has the ability to purchase trucks at the same price for a period of one year from the approved vendor. The Division would like to obtain pricing from cooperative marketing vendors that may provide for better pricing.

The Division will be required to provide the additional funding for the collection unit in the amount of one hundred eighty-seven thousand four hundred five dollars (\$187,405.00). Vehicle cost is two hundred fifty-five thousand one hundred sixty five dollars (\$255,165) – less \$67,760 = \$187,405

The Division is also requesting to move seventy-two thousand seven hundred thirty-five dollars (\$72,735) from Business unit 52265.571000, to 52262.571000 (Vehicles >1.5).

The Division will be receiving reimbursement from NMED from the first DERA grant cycle which will be utilized for this purchase. The amount of reimbursement is one hundred fourteen thousand six hundred seventy dollars (\$114,670). These funds will be added to the \$72,735 to total \$187,405.

RECOMMENDED ACTION:

The Division is respectfully requesting the following:

1. Approval to enter into Grant Agreement with the NM Environment Department, number NM-DERA-13-02 for the total amount of sixty-seven thousand seven hundred sixty dollars (\$67,760).
2. Approval to purchase a CNG front-loading collection unit for the total amount not to exceed \$255,165.00 - less \$67,760.00 (NMED/AQB Grant) = \$187,405.00.
3. Approval of a budget increase in the amount of sixty-seven thousand seven hundred sixty dollars (\$67,760), funding from the NM-DERA 13-02 grant.
4. Approval of Budget Adjustment Request in the amount of seventy-two thousand seven hundred thirty-five dollars (\$72,735), from Business unit 52265.571000 to 52262.571000 (Vehicles > 1.5).

Attachment: City of Santa Fe Clean Diesel Project
Grant agreement NM-DERA-13-02
Budget Adjustment Request including budget increase

**NEW MEXICO ENVIRONMENT DEPARTMENT
AIR QUALITY BUREAU
NEW MEXICO CLEAN DIESEL GRANT PROGRAM**

**THE CITY OF SANTA FE CLEAN DIESEL PROJECT
NM-DERA-13-02 GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the **New Mexico Environment Department** ("NMED") and the **City of Santa Fe** ("GRANTEE").

WHEREAS, the New Mexico Legislature has enacted the Air Quality Control Act, NMSA 1978, §§ 74-2-1, et seq.;

WHEREAS, Section 74-2-5.1(F) of the Air Quality Control Act authorizes NMED to accept, receive and administer grants from the federal government;

WHEREAS, NMED received a one-time Diesel Emissions Reduction Act ("DERA") federal grant from the U.S. Environmental Protection Agency ("EPA") for the purpose of reducing diesel engine emissions;

WHEREAS, this Agreement is exempt from the provisions of the Procurement Code in accordance with NMSA 1978, § 13-1-98A;

WHEREAS, based upon the criteria established within the scope of work of the Agreement, the GRANTEE has a qualified program for the diesel emissions reduction retrofit project;

WHEREAS, the GRANTEE has agreed to use the grant funds for early vehicle(s) replacements in order to reduce emissions generated from diesel-fueled on and off road vehicles;

WHEREAS, both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations of this Agreement, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Section 74-2-5.1(F) of the Air Quality Control Act and Section 74-1-6 of the Environmental Improvement Act, NMED grants funds in the amount of **SIXTY SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$67,760.00)** to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description, attached as "Exhibit A". Such funds shall be paid as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERMS OF AGREEMENT

This Agreement shall become effective upon execution by the NMED Secretary or his delegated representative and shall expire on September 30, 2014 if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of NMED or his delegated representative.

If it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in the preceding paragraph, the GRANTEE shall so notify NMED in writing. NMED shall, at its sole discretion, determine whether there is need or sufficient justification to amend this Agreement or withdraw the unencumbered amount of the grant.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The GRANTEE agrees to abide by the following:

- A. None of the grant funds shall be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. NMED shall reimburse GRANTEE for incurred expenditures as described in Article 10 and only if incurred after the effective date of this Agreement.
- C. This grant award is funded by a DERA federal grant from the EPA. The GRANTEE is a sub-recipient of the EPA DERA grant. The GRANTEE agrees to comply with all applicable requirements imposed by EPA as conditions of the DERA grant funds to NMED. Disbursement of grant funds is expressly contingent upon the GRANTEE's agreement that it shall fully comply with the requirements specified by the EPA and NMED. If the GRANTEE fails to satisfy any applicable requirements, the GRANTEE may be required to refund any DERA funds disbursed to the GRANTEE by NMED.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the project may exceed **\$67,760.00** and, the GRANTEE shall additionally contribute the amount of the difference between the total cost of the grants funds under this Agreement plus any matching funds secured by GRANTEE from another source, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5(B) of this Agreement.

ARTICLE 5 SCOPE OF WORK

- A. The GRANTEE agrees to implement, in all respects, the project outlined in the Project Description, attached as "Exhibit A", the Budget, attached as "Exhibit B", the Work Plan and Schedule, attached as "Exhibit C". GRANTEE agrees to expend grant funds under this Agreement in accordance with Exhibit B, Budget.
- B. The GRANTEE agrees to make no change in Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the required change, and

(ii) amending this Agreement if necessary pursuant to Article 16, including changing the amount of the grant award.

C. The GRANTEE agrees to submit a detailed final report to NMED. The final report shall include a summary of the project or activity, description of advances achieved and costs of the project or activity. The final report shall discuss the problems, successes and lessons learned from the project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere. The final report shall be submitted to NMED by October 30, 2014.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED. Payment by NMED may be withheld if any of these procedures are not followed by the GRANTEE.

A. The GRANTEE shall submit copies of all executed contracts that the GRANTEE entered into prior to this Agreement that are related to this project to NMED for review and, if applicable, approval.

B. Any pre-existing agreements for professional services that the GRANTEE proposes for use on the project shall be submitted to NMED for approval prior to any performance or expenditure.

C. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED's representative (Article 22) for written approval prior to implementation of such modification or change. NMED's decision shall be rendered in a timely manner in writing to the GRANTEE. In cases necessitating immediate action, a verbal decision shall be rendered by NMED and shall be followed by written notification to the GRANTEE.

D. Notwithstanding those inspections performed by the GRANTEE and its representatives, NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but shall be in the nature of general NMED review as described in Article 7.

E. The GRANTEE shall submit requests for reimbursement payments in a timely manner and in accordance with Article 9. GRANTEE payment requests and supporting documentation shall be submitted during the same fiscal year as the costs are incurred. Fiscal year is defined as from July 1 to June 30.

F. NMED may require proof of deposit and/or applicable proof of payment to contractors and consultant, including the disbursement of other funds. The grant funds shall not be used for the purchase of used equipment.

G. The project shall not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are only for purposes of compliance with applicable state grant requirements, procedures, and regulations. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the project means only that the submitted plans are complete and in compliance with applicable state grant requirements, procedures, and regulations. The GRANTEE and its contractors and consultants shall be responsible for the completion and success of the project. Approval by NMED does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of design, or compliance with applicable regulations.

ARTICLE 8 OPERATION AND MAINTENANCE

The GRANTEE shall be responsible for all operation and maintenance of the project, after completion and acceptance.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE upon receipt of payment requests for actual costs incurred, up to the limit set forth in Article 1. A transmittal letter is required with every payment request for reimbursement. Payment requests shall be certified by the GRANTEE authenticating that the requests accurately reflect work completed, amount due, remaining Agreement balance, and NMED Clean Diesel Grant Project Number. Payment requests shall include expenditures to date by approved budget category (Exhibit B). All expenses shall be actual rather than estimated and shall be listed on the payment request as charged. Actual invoices, receipts, or paid vouchers shall be attached to the payment request. The proper signatory authority, as designated in Article 23, shall sign all payment requests. NMED shall reimburse only those expenses that NMED, at its sole discretion, determines are properly documented eligible costs under Article 10 and within the approved scope of work as described in Exhibit A. Incomplete submittals shall be returned to the GRANTEE for corrections. NMED shall not reimburse the GRANTEE for any costs incurred prior to the full execution of this Agreement and obligation of federal funding, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The GRANTEE may submit payment requests for reimbursement at its discretion during the term of this Agreement, but not more than once in any thirty (30) day period.

B. When multiple funding sources are used to complete this project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

C. Any portion of funds which remains unexpended after all conditions of this Agreement have been satisfied shall revert to the NMED Air Quality Bureau.

D. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

E. Notwithstanding the other provisions of this Article, five percent (5%) of the total grant amount may be withheld by NMED until the project is substantially complete. Such retainage may be held by NMED pending the final project inspection, submission by the GRANTEE of a final report, and acceptance, which shall be performed promptly and the results of which conveyed to the GRANTEE in writing where deficiencies have been noted. The project shall not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

F. Upon completion of the project, final payment shall be made after the final inspection has been conducted by NMED and where the GRANTEE has contracted or subcontracted with others, the following, unless waived by NMED, have been reviewed and approved by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority.

2. A certification of project acceptance, prepared by the GRANTEE, stating that work has been satisfactorily completed and all contractors have fulfilled all of the obligations required under the contract documents with the GRANTEE.

3. If applicable, certification letter by the GRANTEE that the Labor Standards Contract Provisions have been met.

4. Complete and legally effective release or waivers (satisfactory to the GRANTEE), of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu of, and as approved by the GRANTEE, contractor(s) may furnish receipt or releases in full, and releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the GRANTEE or its property might in any way be responsible, have been paid or otherwise satisfied.

5. A written consent of the surety, if any, to final payment.

6. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

7. A final report that shall include, but is not limited to, the following items:

a. A narrative description of the project including photographs before the project commenced and after the project was completed.

b. A list of all major equipment and their cost purchased under the terms of this Agreement.

c. A narrative description and photographs of all projects that partially or completely were funded under the terms of this Agreement.

d. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

A. The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

B. Unallowable costs include but are not limited to: costs of preparing grant applications, costs of GRANTEE employees not directly employed for the project, late fees, interest or penalties and in accordance with OMB Circular A-87.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

A. The GRANTEE shall maintain books, records, documents, and other evidence sufficient to reflect the costs incurred in the performance of this Agreement. The project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this Article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the agreement period and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, questions exist concerning proper expenditure of funds, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are settled and the GRANTEE has received written notice to that effect from NMED. All contracts let by the GRANTEE and costs that are to be claimed for reimbursements shall be the substance of this record/audit and inspection clause.

B. Additional Audit and Inspector General Reviews: In accordance with the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, the GRANTEE agrees to allow any appropriate representative of the Office of Inspector General to:

1. Examine any records of the GRANTEE, contractors and subcontractors, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract or subcontract; and
2. Interview any officer or employee of the GRANTEE, contractor, subcontractor, or agency regarding such transactions.
3. Nothing in this Article shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

C. GRANTEE further agrees to abide by the following:

1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the GRANTEE or any of the GRANTEE'S subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, this Agreement or subcontract; and

2. Allow the Comptroller General and his representatives to interview any officer or employee of the GRANTEE or any of the GRANTEE'S subcontractors, or of any State or local government agency administering the Agreement, regarding such transactions.

3. Nothing in this Article shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

D. The GRANTEE agrees to maintain documentation and records that support all information submitted to NMED for federal reporting purposes.

E. The GRANTEE is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

F. The GRANTEE agrees that it shall include in any contract agreement pertaining to this Agreement an affirmative obligation upon any contractor to comply with and submit to all of the additional audit requirements specified herein.

ARTICLE 13 CERTIFICATION

The GRANTEE gives assurance and certifies, by signing this Agreement that:

A. The GRANTEE possesses legal authority to make application for these funds and to execute this Agreement.

B. The GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this agreement. The official resolution identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The person(s) with signatory authority for the GRANTEE pursuant to the official resolution are listed in Article 23 of this Agreement. The GRANTEE shall submit a copy of the official resolution to NMED when the GRANTEE returns the signed Agreement.

C. The GRANTEE shall provide all necessary qualified personnel, material, and facilities to implement the project described in this Agreement.

D. The GRANTEE shall comply with federal, state and local regulations, policies, guidelines and any other legal requirements with respect to the acceptance and use of funds for this project.

E. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one

year after his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project assisted under this Agreement. The GRANTEE shall incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE covenants that it shall take affirmative action to ensure that the project shall be conducted in conformance with federal and state laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties. These provisions will be included in any contract entered into by the GRANTEE and its contractors.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire and exclusive agreement between the GRANTEE and NMED with respect to the project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, for missing mutually agreed upon deliverable work plan dates, or any other reason as determined by NMED. Upon termination, NMED may demand a refund of all or part of the funds disbursed to GRANTEE. Any termination shall be in writing and is effective upon receipt of the written notice by the GRANTEE or as determined by NMED in the termination letter. Such termination will be effected by sending written a notice to the GRANTEE. The GRANTEE shall accept as final NMED's decision as to terminate the contract.

ARTICLE 18 GENERAL: LIABILITY

As between NMED and the GRANTEE, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq. NMSA 1978, and any amendments thereto.

ARTICLE 19 AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature, or the Congress of the United States, this Agreement shall terminate upon written notice given by NMED to the GRANTEE. NMED is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by EPA, encumbered, and approved for expenditure by NMED. NMED's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

ARTICLE 20 NOTICE

The GRANTEE shall give notice to all contractors that the Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 21 SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 22 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

NMED REPRESENTATIVE(s)

Name: Rita Bates Phone: (505) 476-4304 E-mail address: rita.bates@state.nm.us

Name: Robert Spillers Phone: (505) 476-4324 E-mail address: robert.spillers@state.nm.us

Address: 525 Camino de los Marquez, Suite 1, Santa Fe, New Mexico 87505

NMED SIGNATORY AUTHORITY(s)

Name: Ryan Flynn, Secretary-Designate of NMED Phone: (505) 827-2855

Address: 1190 Saint Francis Dr., PO Box 5469, Santa Fe, New Mexico 87502-5469

Name: Vince Lithgow, Chief Financial Officer Phone: (505) 476-3725

Address: 1190 Saint Francis Dr., PO Box 5469, Santa Fe, New Mexico 87502-5469

ARTICLE 23 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s).

GRANTEE REPRESENTATIVE(s)

Name: Lawrence Garcia Phone: (505) 955-2241 E-mail: lmgarcia@santafenm.gov

Address: 1142 Siler Road, Santa Fe, NM 87505

GRANTEE SIGNATORY AUTHORITY(s)

Name: David Coss Phone: (505) 955-6590 E-mail:

Address: PO Box 909 Santa Fe, NM 87504-0909

GRANTEE RESPONSIBLE FINANCIAL OFFICER

Name: Marcos Tapia Phone: (505) 955-6530 E-mail:

Address: PO Box 909 Santa Fe, NM 87504-0909

REPORTING REPRESENTATIVE(s)

Name: Lawrence Garcia Phone: (505) 955-2241 E-mail: lmgarcia@santafenm.gov

Address: 1142 Siler Road, Santa Fe, NM 87505

In witness whereof, the parties have set their hands and seal the day and year set forth below.

City of Santa Fe:	
_____	_____
David Coss, Mayor	Date
Attest:	
_____	_____
Yolanda Y. Vigil, City Clerk	Date
Approved:	
_____	_____
Kelley Brennan, Interim City Attorney	11/19/13 Date
Approved As To Form:	
_____	_____
Marcos Tapia, Finance Director	Date
NMED:	
_____	_____
Ryan Flynn, Cabinet Secretary-Designate	Date
NMED:	
_____	_____
Vince Lithgow, Chief Financial Officer	Date
NMED: Reviewed for legal sufficiency:	
_____	_____
Jeff Kendall, General Counsel	Date

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
AIR QUALITY BUREAU
NEW MEXICO CLEAN DIESEL GRANT PROGRAM**

**NEW MEXICO CLEAN DIESEL PROJECT # NM-DERA-13-02
NAME OF GRANTEE: THE CITY OF SANTA FE**

The New Mexico Environment Department shall use Diesel Emissions Reduction Act (“DERA”) federal grant funds from the U.S. Environmental Protection Agency to reimburse \$67,760.00 for expenditures incurred for this project through September 30, 2014.

Project Information			
Project Title Early replacement of Diesel refuse collection vehicle			
Project Period Approval of agreement thru September 30, 2014			
Company City of Santa Fe / Environmental Services Division		Fleet Type <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Address Where Project Fleet is Located 1142 Siler Road, Santa Fe, NM 87505		County Santa Fe County	
Project Details			
Please enter details in the categories that apply to your project. Fill out a new section for each early vehicle replacement proposed. Please see Use of Funds Restrictions below.			
Vehicle Information	Project Description The City of Santa Fe will use grant funds as partial payment towards the early replacement of a diesel refuse collection unit with new unit that utilizes compressed natural gas.		
Old Vehicle Information #1	<input checked="" type="checkbox"/> On-Road <input type="checkbox"/> Off-Road	Gross Vehicle Weight Rating 58,740	Horsepower) Click here to enter text.
	Vehicle Make Crain Carrier	Vehicle Model Long Frame	Engine Make M11
	Engine Model Cummings Diesel	Engine Model Year 1996	EPA Engine Family Diesel
	Expected Remaining Life of Vehicle(3 years Minimum) Five Years	Annual Fuel Consumption (Gallons) 5,037	Current Fuel Type Diesel (ULSD)15 ppm
	Annual Mileage 20,148	Annual Idling Hours 384	Current Mileage 1,719,936
	Unit Number Unit 525	Vehicle Identification Number 1CYBCS58XTT042106	
	Replacement Vehicle Information# 1	<input checked="" type="checkbox"/> On-Road <input type="checkbox"/> Off-Road	Gross Vehicle Weight Rating(No More than 125% of the Old Vehicle) 60,000 GVWR
New Fuel Type CNG			
Vehicle Make To be Determined		Vehicle Model To be Determined	Engine Make Cummins ISL G, 320

	Engine Model ISL G 320, HP @ 2200/1000 LB/FT Cummings Westport	Engine Model Year 2013/2014	Engine Make Cummings
Old Vehicle Information # 2	<input type="checkbox"/> On-Road <input type="checkbox"/> Off-Road	Gross Vehicle Weight Rating Click here to enter text.	Horsepower Click here to enter text.
	Vehicle Make Click here to enter text.	Vehicle Model Click here to enter text.	Engine Make Click here to enter text.
	Engine Model Click here to enter text.	Engine Model Year Click here to enter text.	EPA Engine Family Click here to enter text.
	Expected Remaining Life of Vehicle(3 years Minimum) Click here to enter text.	Annual Fuel Consumption (Gallons) Click here to enter text.	Current Fuel Type Choose an item.
	Annual Mileage Click here to enter text.	Annual Idling Hours Click here to enter text.	Current Mileage Click here to enter text.
	Unit Number Click here to enter text.	Vehicle Identification Number Click here to enter text.	
Replacement Vehicle Information # 2	<input type="checkbox"/> On-Road <input type="checkbox"/> Off-Road	Gross Vehicle Weight Rating (No More than 125% of the Old Vehicle) Click here to enter text.	Horsepower (No More than 125% of the Old Vehicle) Click here to enter text.
	New Fuel Type Choose an item.		
	Vehicle Make Click here to enter text.	Vehicle Model Click here to enter text.	Engine Make
	Engine Model Click here to enter text.	Engine Model Year Click here to enter text.	Engine Make Click here to enter text.
Use of Funds Restrictions			
Please acknowledge acceptance of conditions by checking the box adjacent to restrictions.			
<input checked="" type="checkbox"/>	Normal Attrition: Recipient agrees that funds under this award cannot be used for emission reductions that result from vehicle/equipment replacement or repowers that would have occurred through normal attrition/fleet turnover within three years of the project start date.		
<input checked="" type="checkbox"/>	Fleet Expansion: Recipient agrees that funds under this award cannot be used for the purchase of vehicles or equipment to expand a fleet. The recipient agrees that: <ul style="list-style-type: none"> The replacement vehicle, engine, or equipment will perform the same functions and operation as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines); The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g. a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower). 		
<input checked="" type="checkbox"/>	The vehicle/equipment being replaced will be scrapped or rendered permanently disabled		

within ninety (90) days of the replacement.

- Disabling engine may be completed by:
 - drilling a hole in the engine block; or
 - draining oil from the block and replacing it with a 40 percent solution of sodium silicate and running engine for a short period of time.
- Disabling the chassis may be completed by cutting the chassis in half. Vehicle components that are not part of the engine or chassis may be salvaged (e.g. plow blades, shovels, seats, etc.).
- If scrapped vehicles/equipment are to be sold, funds must be reverted back into the program.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
AIR QUALITY BUREAU
NEW MEXICO CLEAN DIESEL DERA GRANT PROGRAM**

**DERA CLEAN DIESEL PROJECT # NM-DERA-13-02
NAME OF GRANTEE: THE CITY OF SANTA FE**

CLASSIFICATION	NMED FUNDS	OTHER SOURCES	TOTAL
The City of Santa Fe Administration Cost			0
Contractual Services			0
Construction Costs			0
Transportation			0
Equipment	\$67,760.00 (DERA)		\$67,760.00
Other Costs (Specify)		\$187,405 (City of Santa Fe)	
Contingency			0
TOTAL:	\$67,760.00	\$187,405	\$255,165.00

Specify Other Costs Noted Above	Additional funding to purchase a commercial front-loading collection vehicle
Identify Sources of Other Funds or Services Including In-Kind Match	City of Santa Fe/Environmental Services Division Budget

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
AIR QUALITY BUREAU
NEW MEXICO CLEAN DIESEL DERA GRANT PROGRAM**

DERA CLEAN DIESEL PROJECT #NM-DERA-13-02

NAME OF GRANTEE: CITY OF SANTA FE

	YEAR 2013-2014											
ITEM	O C T	N O V	D E C	J A N	F E B	M A R	A P R	M A Y	J U N	J U L	A U G	S E P
Commercial Front-Loading Collection Unit												Delivery

**EXHIBIT E
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
AIR QUALITY BUREAU
NEW MEXICO CLEAN DIESEL DERA GRANT PROGRAM**

DERA CLEAN DIESEL PROJECT #NM-DERA-13-02

NAME OF GRANTEE: CITY OF SANTA FE

3 MONTH REPORTING PERIOD	1st THREE MONTH PERIOD	2nd THREE MONTH PERIOD	3rd THREE MONTH PERIOD	4th THREE MONTH PERIOD
TASKS EXPECTED TO BE COMPLETED DURING PERIOD				
EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)				
AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD				

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Public Utilities/Environmental Services Division/ 5250				DATE 12/04/2013		
ITEM DESCRIPTION	BU / LINE ITEM	(Finance Dept Use Only)		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Vehicles > 1.5	52265.571000				72,735	
Vehicles > 1.5	52262.571000			72,735		
Vehicles > 1.5	52262.571000			67,760		
Vehicles > 1.5	52262.571000			114,670		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	\$ 255,165	\$ 72,735

The Division is requesting to move funding within the business units to cover the cost of one front-loading collection unit. The Division is also requesting a budget increase in the amount of \$67,760 from 13-02 DERA Grant. Budget increase in the amount of \$114,670 from 13-01 DERA Grant.

Lawrence Garcia Prepared By Date: 12/04/2013	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date: <input type="text"/> Agenda Item #: <input type="text"/>	[Signature] 12/18/13 Budget Officer Date
[Signature] 12/4/13 Division Director Date		[Signature] 12/19/13 Finance Director Date
[Signature] 11/20/13 Department Director Date		_____ City Manager Date