Regular Governing Body Meeting
City of Rio Rancho
AGENDA
September 12, 2024
6:00 PM
Council Chambers

Governing Body Members

Greggory D. Hull, Mayor	Paul Wymer, Councilor District 4
Deb Dapson, Councilor District 1	Karissa Culbreath, Councilor District 5
Jeremy Lenentine, Councilor District 2	Nicole List, Councilor District 6
Bob Tyler, Councilor District 3	

Meeting Information
This meeting will be conducted in-person and virtually, as well as, streamed live on the City of Rio Rancho website at https://rrnm.gov/2303/Watch-and-Download-City-Meetings

Join by Computer:https://us06web.zoom.us/j/83338157719?pwd=ST55whY8GCTELqBoGjYG1ipM1F5Uer.1
Meeting ID: 833 3815 7719
Passcode: 554297

Join by Phone:
Dial: +1 720 707 2699 US (Denver)

Pursuant to the Governing Body Rules of Procedures, any person wishing to address the Governing Body related to an item listed under Second Reading of Ordinances, First Reading of Ordinances, or Discussion and Deliberation, shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for comments pertaining to a specific agenda item at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public input related to a specific agenda item at a meeting.

Public input can be submitted in writing to the City Clerk, as clerk of the Governing Body, prior to the date of the meeting in which the item is scheduled to be heard; however, only public input received before 4 p.m. on the day of the meeting will be entered into the record prior to the meeting.

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum
Pursuant to the Governing Body Rules of Procedure, any person wishing to address the Governing Body related to a non-agenda item shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for public forum comments at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public forum at a meeting.

Comments by Councilors

Consent Calendar
There will be no discussion of these items unless a Governing Body Member so requests, in which event the item will be moved to a discussion item on the regular agenda.

1 Minutes of August 20, 2024 Work Session Meeting
Minutes of August 20, 2024 Work Session Meeting

2 Minutes of August 22, 2024 Regular Meeting
Minutes of August 22, 2024 Regular Meeting

3 R69, Resolution Authorizing a Budget Adjustment to the Recreation Activities Fund (206) for Sports Complex Improvements
Resolution_R69

4 R70, Resolution Authorizing the Disposal or Auction of Obsolete and Non-Working Minor Equipment and Office Furniture (Development Services Department)
Resolution_R70
Exhibit A

5 R71, Resolution Authorizing a Budget Adjustment to the Federal Grants Fund (259) for the New Mexico Department of Health Cities Readiness Initiative (CRI) Grant Program
Resolution_R71

6 R72, Resolution Authorizing the Disposal or Auction of Obsolete and Non-Working Minor Equipment and Office Furniture (Police Department)
Resolution_R72
Exhibit A

7 R73, Resolution Authorizing Trade-In of Equipment (Police Department)
Resolution_R73
Exhibit A

8 R74, Resolution Authorizing Budget Adjustments to Debt Funds to Remove Fees from the Debt Service Accounts
Resolution_R74

9 R75, Resolution Authorizing a Budget Adjustment to the Regional Emergency Communication Center Fund (280) for Emergency Repair of the Uninterrupted Power Supply
Resolution_R75
Invoice

10 R76, Resolution Authorizing the Disposal of Obsolete and Non-Working Equipment and Office Furniture (Public Works Department)
Resolution_R76
Exhibit A

11 R77, Resolution Authoring the Disposal of Office Fixtures and Equipment (Financial Services Department)
Resolution_R77
Exhibit A

Boards/Commissions/Committee Reports

Public Hearings

12 O20, Ordinance Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Rio Rancho Estates Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30; Block 149, Lots 13-17, 26, 29-37, 40, 41, 44, From TZ: Transitional Zoning to R-4: Single-Family Residential; and Unit 25, Block 150, Lot 11, From TZ: Transitional Zoning to R-3: Mixed Residential; Identifying Conditions of Development, Providing for Severability and an Effective Date
Ordinance_O20
Application
Location and Zoning Map
Mountain Hawk West Proposed Land Use
Notices

13 D33, Site Plan Approval for a Proposed Coffee Restaurant/Cafe on the Existing Pad Site of a Property Legally Described as Plaza Rio, Lot A
Application
Beans and Brews Site Plan
Zoning, Location
Project Plans
Rendering
Notices
Staff Comments

Second Reading of Ordinances

First Reading of Ordinances

14 O21, Ordinance Amending Chapter 36 Finance and Revenue
Ordinance_O21

Discussion and Deliberation

15 D34, Advice and Consent of the Governing Body to Award a Contract to All-Rite Construction
Windows Bid Proposal
Price Agreement

16 D35, Advice and Consent of the Governing Body to Award a Contract to Professional Meters, Inc.
Contract
AMI Northern Meadows Map
AMI Unit 11 Map

17 R78, Resolution Authorizing a Budget Adjustment to the Water Impact Fees Fund (545) for Land Acquisition
Resolution_R78
Well 4 Land Acquisition Summary Plat Book 11 Page 36
Well 4 Land Acquisition Summary Plat Book 20 Page 49

18 D36, Advice and Consent of the Governing Body to Amend Utilities Operations Contract with Operations Maintenance International (OMI)
Amendment
Executed Contract

19 R79, Resolution Authorizing a Budget Adjustment to the Utilities Operations Fund (501) for an Operations Contract Amendment
Resolution_R79

City Manager

Adjournment

CITY OF RIO RANCHO
COVER PAGE

Legislation Item:

AGENDA DATE:
September 12, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of August 20, 2024 Work Session Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of August 20, 2024 Work Session Meeting

Governing Body
of the
City of
Rio Rancho
Special
Work Session
MINUTES
AUGUST 20, 2024
3:00 p.m.
Council Chambers

MEMBERS PRESENT:	**STAFF & SPECIAL GUEST PRESENT:**
Greggory D. Hull, Mayor	Matt Geisel, City Manager
Deb Dapson, Councilor Dist. 1	Peter Wells, Deputy City Manager
Jeremy Lenentine, Dist. 2	Josh Rubin, City Attorney
Bob Tyler, Councilor Dist. 3 (virtual)	Noel Davis, City Clerk
Paul Wymer, Councilor Dist. 4	Amy Rincon, Director of Development Services
Karissa Culbreath, Councilor Dist. 5 (virtual)	Connie Peterson, Director of Parks, Rec. & Comm. Services
Nicole List, Councilor Dist. 6	Ryan Chavez, Assist. to City Mgr. for Policy & Planning
	Yolanda Lucero, Deputy City Clerk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Hull called the meeting to order at 3:00 p.m.

Mayor Hull rearranged the order of the agenda and moved Short-Term Rental Legislative Update to the top of the agenda. There was no objection from the Governing Body.

Discussion

1. Short Term Rental Legislative Update

Jessica Tolle, Assistant City Attorney presented this item. A Short-Term Rental (STR) is a dwelling unit or a portion thereof that is rented for fewer than 30 days, most often using peer-to-peer online platforms. Current ordinance does not specifically address STRs. However, it is the city's position that STRs are not currently permitted under the lodger's tax and zoning regulations. Nevertheless, the STR market has seen rapid growth in recent years including here in Rio Rancho. There are a growing number of STRs being advertised within the City and City staff continue to field inquiries about the status of STRs. Changes to the City's Code are recommended to provide clearer guidance to citizens on the status of STRs. There are several options that cities across the state and county use. They are to allow unregulated, affirmatively prohibit, and allow and regulate. Ms. Tolle went over the pros and cons of each. Staff is recommending to allow and regulate. STR's will be permitted as a permissive use in single family residential zones. She went over the requirements that are being proposed to address public health, comfort and well-being. Also, addressing the housing costs and availability and ensuring the neighborhood quality and character

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remain in place.

Development Services Department will issue permits, conduct inspections, issue notice of violation and revoke permits. A third-party compliance platform will provide data on listings and monitor compliance. The proposed cost is a $35 annual business registration fee, $100 application fee, and $200 annual permit fee. The City collect 5% Lodger's Tax on lodging receipts, which are deposited into the 225 fund, the primary source of funding for the Convention and Visitors Bureau/Visit Rio Rancho.

2. Overview of Civil Monetary

Josh Rubin, City Attorney provided a brief overview of the current status of Municipal Code and then talked about the two general areas of law (Civil and Criminal). The major difference between Civil and Criminal law is the potential for jail/incarceration. Currently, most violations of Rio Rancho Municipal Ordinances are criminal in nature. The general penalty for a violation of Rio Rancho Ordinances is found in Section 10.99 and allows for the imposition of up to 90 days in jail and/or up to a $500 fine. Rio Rancho has one civil monetary penalty system. The Safe Traffic Operations Program (S.T.O.P.) is a civil penalty which uses speed vans/cameras to enforce speed limits within the City. Civic Monetary is designed to be a remedial punishment through monetary fines. There is no possibility of incarceration. The goal is to enforce compliance of City ordinances and to deter future violations rather than punish offenders. However, criminal is punitive in nature and is designed to punish offenders through criminal prosecution. This creates a criminal record and sentences can include incarceration, fines, and/or other rehabilitative conditions. The City can expand/create a Civil Monetary Penalty and allow violations of City Ordinances to be enforced through it. As the City grows, this could provide flexibility and better resource allocation for City staff.

3. Waste Management Presentation

Dan Darnell of Waste Management presented this item. The current 10-year agreement began in January 2018. The rate to process recycling material was $15/ton. Recycling is a market, so it reacts to supply and demand. He gave a brief history of what has been occurring since. At this time the 2025 processing cost rate adjustment option is based of $116.28/ton processing fee, this equates to a $.75 adjustment, effective 1/1/25. The number is based on a projected increase in the number of homes, the increase tonnage produced, and the commodity market volatility.

Mayor Hull extended the two-hour time limit for the work session with consent of the Governing Body.

After further discussion among the Governing Body they are interested in the following plan.

- 2025 the City will cover 100%
- 2026 rate payer will pay an increase of $.025 per month and the City will pay

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the difference

- 2027 rate payer will pay an increase of $.050 per month and the City will pay the difference

Adjournment

5:31 p.m.

APPROVED THIS SEPTEMBER 12, 2024

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Greggory D. Hull, Mayor

ATTEST:

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Noel Davis, City Clerk
(SEAL)

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CITY OF RIO RANCHO
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Legislation Item:

AGENDA DATE:
September 12, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of August 22, 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: Minutes of August 22, 2024 Regular Meeting

Governing Body
of the
City of Rio Rancho

MINUTES
AUGUST 22, 2024
6:00 PM
Council Chambers, City Hall

MEMBERS PRESENT:	**STAFF PRESENT:**
Greggory D. Hull, Mayor	Matt Geisel, City Manager
Deb Dapson Councilor Dist. 1	Josh Rubin, City Attorney
Paul Wymer, Councilor Dist. 4	Noel Davis, City Clerk
Karissa Culbreath, Councilor Dist. 5(virtual)	Carol Jaramillo, Director of Financial Svcs.
Nicole List, Councilor Dist. 6	Connie Peterson, Dir. of Parks, Rec & Comm Svcs.
	James DeFillippo, Fire Chief
MEMBERS ABSENT	Amy Rincon, Director of Development Services
Jeremy Lenentine, Councilor Dist. 2	Stewart Steele, Police Chief
Bob Tyler, Councilor Dist. 3	Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

Mayor Hull called the meeting to order at 6:00 p.m.

Proclamations and Awards of Merit

Public Forum

Comments by Councilors

Consent Calendar

1) Minutes of August 8, 2024 Regular Meeting
2) R65, Resolution Authorizing the Disposal of Obsolete and Damaged Office Furniture
3) R66, Resolution Authorizing the Disposal of Library and Information Services Department Property
4) D29, Appointment of Andrea Hankins to the Planning and Zoning Board

Paul Wymer moved to approve consent calendar. Seconded by Deb Dapson

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

Boards/Commissions/Committee Reports

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Public Hearings

5) O19, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning Classification and Official Zoning Map for the Property Described as Black Arroyo Wildlife Park, Tract A-1-A and Tract A-1-B From C-2: Wholesale and Warehousing Commercial District and R-1: Single-Family Residential District to OS: Open Space District; Providing for Severability and an Effect Date

Amy Rincon, Director of Development Services presented this item. The applicant, SSCAFCA, through their agent, Community Sciences Corporation, requests approval of a Zone Map Amendment to change the zoning from C-2: Wholesale and Warehousing Commercial District & R-1: Single-Family District to OS: Open Space District. The Planning and Zoning Board recommend approval.

Deb Dapson moved to approve O19. Seconded by Paul Wymer

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

The following individual spoke under this item:

Thomas Patrick

Second Reading of Ordinances

6) O17, Ordinance Amending Chapter 70 Uniform Traffic Code

Police Captain Koschade presented this item. In 2018, a Public Safety Aide (PSA) position was created within the Police Department to augment department resources and to create an introductory pathway for those interested in pursuing a law enforcement career as a sworn police officer. Currently, the department has six funded PSA positions. The PSA job duties include a wide variety of tasks that include responding to traffic-related calls, serving civil paperwork, and writing reports. The proposed amendment would allow the Chief of Police to authorize PSAs as designees to enforce specific provisions adopted under the Uniform Traffic Code:

- Section 12-6-6.1 thru 12-6-14 (Parking Enforcement)
- Section 12-10-4 Registration Requirement
- Section 114.02 thru 114.03 Advertisement and Sale of Vehicles

Nicole List moved to approve O17. Seconded by Deb Dapson

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

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7) O18, Ordinance Amending Chapter 30 Governing Body and Chapter 31 City Officials

Peter Wells, Deputy City Manager stated this is the second reading. Should the Governing Body approve the proposed Ordinance, following the March 2026 local election, the annual salary for City Councilor Districts 2, 3, and 5 would increase from $18,685.24 to $39,106 (based on the current amount specified in State law). Should a City Council seat become vacant, with a replacement appointed/confirmed prior to the March 2026 local election, the pay adjustment would go into effect at that time. Should the Governing Body approve the proposed Ordinance, following the March 2028 local election, the annual salary for City Councilor Districts 1, 4 and 6 would increase from $22,114.84 to $39,106 (based on the current amount specified in State law). Should a City Council seat become vacant, with a replacement appointed/confirmed prior to the March 2028 local election, the pay adjustment would go into effect at that time. Should the Governing Body approve the proposed Ordinance, following the March 2026 local election, the annual salary for the Mayor would increase from $66,733 to $97,765 (based on the current amount specified in State law). Should the Mayor seat become vacant, with a replacement appointed/confirmed prior to the March 2026 local election, the pay adjustment would go into effect at that time. If the proposed ordinance is approved, no current member of the Governing Body would have their salary adjusted. Pursuant to Article IV, Section 27 of the New Mexico Constitution.

Paul Wymer moved to approve O18. Seconded by Nicole List

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

8) O16, Ordinance Amending the Rio Rancho Code of Ordinances (R.O. 2003) Title XV Land Usage, Chapters 150 and 154, Section 150.03 Applications and Procedures (B) Notification Requirements Table, 154.03 Definitions, and 154.50 Zoning Table/Residential and 154.51 Zoning Table/Nonresidential

Ms. Rincon presented this item. The Governing Body approved this item on first reading at the July 25, 2024 meeting. The Governing Body postponed taking action on this item at its second reading on August 8, 2024. Staff, requests an amendment to the Rio Rancho Municipal Code, Sections 150.03 Applications and Procedures (B), for the purpose of correcting notice requirements and final decision for Master Plans/Plan Amendments/Specific Area Plans; 154.03 Definitions to include a definition for Facade; 154.50 Zoning Table/Residential to relocate footnote 2 to apply to only E-1 districts; and 154.51 Zoning Table/Nonresidential to include a block for TZ: Transitional Zoning to clarify the TZ: Transitional Zoning Districts Minimum Lot Area (in square feet), Minimum Lot Width (in feet), Front, Rear, Side and Corner Setbacks (in feet) and Maximum Building Height (in feet). The Planning and Zoning Board heard the proposed Text Amendment at their July 9, 2024 meeting, and recommended approval

Deb Dapson moved to approve O16. Seconded by Karissa Culbreath

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

First Reading of Ordinances

Discussion and Deliberation

9) R67, Resolution Amending the Investment Policy

Carol Jaramillo, Director of Financial Services presented this item. Chapter 36 of the Municipal Code, Finance and Revenue outlines certain requirements for the City's Investment Policy. The Investment Policy was last reviewed in September 2022. The majority of the changes are not substantive and are intended to make the policy more readable and understandable, as well as minor language clean up. The Investment Advisory Board provided input on changes to the Investment Policy which has been incorporated into the proposed amendment and approved the amendments. The new policy will more closely align with State Statute allowing more permissible investments, enabling further diversification of the City's portfolios.

Paul Wymer moved to approve R67. Seconded by Nicole List

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

10) R68, Resolution Amending the Permanent Fund Investment Policy Statement
Ms. Jaramillo presented this item. The amendment consists of one addition to the policy which is to define and clarify the term "consultant" as used in the policy. The Investment Advisory Board requested this addition to the Permanent Fund IPS. Amending the Permanent Fund Investment Policy Statement will provide requested clarification to the term "consultant".

Deb Dapson moved to approve R68. Seconded by Paul Wymer

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

11) D30, Advice and Consent for the Purchase of a Replacement Aerial Ladder Truck

Fire Chief DeFillippo presented D30, D31, and D32 together. The Fire and Rescue Department follows an apparatus replacement schedule to maintain the operational readiness of its frontline fleet. By adhering to this schedule, the department ensures that the front-line apparatus have a typical life span of 10 years, followed by an additional 5 years in a reserve capacity. This proactive approach not only helps in ensuring the

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safety and reliability of the apparatus, but also allows for proper resource allocation and budgeting for future replacements. To facilitate this process, the department has established a partnership with Siddons Martin Emergency Group for the procurement, servicing, and maintenance of apparatus. By working with Siddons Martin, the Fire and Rescue Department benefits from a streamlined and efficient process for purchasing new apparatus while also ensuring that ongoing maintenance and service requirements are met to extend the operational life of the vehicles. This partnership plays a crucial role in supporting the department's mission to provide effective and reliable emergency response services to the community. The total unit price for the replacement Aerial Ladder Truck is $1,652,859.00 with a delivery timeline of approximately 3 1/2 years. General Obligation Bond proceeds will be utilized. The total unit price for the replacement Fire Engine is $1,085,795.00 with a delivery timeline of approximately 3 years. General Obligation Bond proceeds and previously earmarked General Fund and Public Safety Impact Fees revenue sources will be utilized. In addition, the department plans for long-term capital needs in relation to new and expanded facilities and operations such as Fire Station # 8 which is scheduled to open in 2027/2028. The total unit price for the new Fire Engine for Fire Station #8 is $1,085,795.00 with a delivery timeline of approximately 3 years. General Obligation Bond proceeds and previously earmarked General Fund and Public Safety Impact Fees revenue sources will be utilized.

Nicole List moved to approve D30. Seconded by Deb Dapson

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

12) D31, Advice and Consent for the Purchase of a New Fire Engine

Deb Dapson moved to approve D31. Seconded by Paul Wymer

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

13) D32, Advice and Consent for the Purchase of a Replacement Fire Engine

Paul Wymer moved to approve D32. Seconded by Nicole List

The motion carried by a vote of 5 FOR and 0 AGAINST.
YES: Greggory Hull, Deb Dapson, Paul Wymer, Karissa Culbreath, Nicole List
NO: None

City Manager

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Matt Geisel, City Manager stated Pooch Plunge & Adopt-a-thon will be held Saturday, September 7, and Keep Rio Rancho Beautiful invites the community to participate in our 2024 Fall Community Cleanup on Saturday, September 14th at 7 am. Residents have the opportunity to volunteer and beautify their community, surrounding roads, or illegal dumpsites in the mesa. He also stated that staff and the Mayor met with Comcast to voice ongoing concerns that are being brought forward by many residents.

Adjournment

6:40 p.m.

APPROVED THIS SEPTEMBER 12, 2024

_____

Greggory D. Hull, Mayor

ATTEST:

_____

Noel Davis, City Clerk

SEAL

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CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R69

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Parks, Recreation & Community Services

SUBJECT:
R69, Resolution Authorizing a Budget Adjustment to the Recreation Activities Fund (206) for Sports Complex Improvements

BACKGROUND AND ANALYSIS:
The Parks, Recreation, and Community Services Department identified the need to install Little League field lighting at the Rio Rancho Sports Complex (3501 High Resort Blvd.) to expand practice and tournament hours.

The Governing Body's 2024 New Mexico Legislature Capital Outlay Funding Priority Resolution included $600,000 to design, construct, and install Little League field lighting at the Rio Rancho Sports Complex on two additional fields. As part of the 2024 session of the Legislature, $610,000 was awarded.

There is an opportunity to lay empty conduit for future electronic scoreboard wiring while the lighting trenches are open. The facility's history with erosion has prompted additional geotechnical and other work. These two conditions have increased the project budget to $636,959 for the complete installation of the system, including NMGRT. As a result, a budget adjustment is necessary to fully fund project costs.

IMPACT:
The Unreserved Fund Balance of the Recreation Activities Fund will be reduced by $26,959.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
City staff recommends approval of the the Resolution.

ATTACHMENT: Resolution_R69

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE RECREATION ACTIVITIES FUND (206) TO CONSTRUCT LITTLE LEAGUE FIELD LIGHTING

WHEREAS: the New Mexico Department of Finance and Administration has awarded the City $610,000 to purchase and install field lighting for the Rio Rancho Sports Complex Little League Fields; and

WHEREAS: the contractor's estimate exceeds the grant amount and City funding is needed to complete this work; and

WHEREAS: A budget adjustment is necessary to complete project work as intended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Recreation Activities Fund (206)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
206-0000-450.76-10 Park Construction/ Park Projects	PR2516	$102,049	$26,959		$129,008
206-0000-450.90-01 Ending Fund Balance/ Unreserved	No Project	$138,849		$26,959	$111,890
Total		$240,898	$26,959	$26,959	$240,898

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R70

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Development Services

SUBJECT:
R70, Resolution Authorizing the Disposal or Auction of Obsolete and Non-Working Minor Equipment and Office Furniture (Development Services Department)

BACKGROUND AND ANALYSIS:
The Development Services Department has gathered office furniture and minor equipment that is obsolete or broken and is no longer used.

The storing of the items long term is not optimal due to limited office space.

The items detailed in the attached Exhibit A will not be put back into services. The items range from pencil holders, file holders, broken chairs, and conference tables that no longer fit with the current office configurations.

The disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval of property that does not exceed $2,500 in value.

IMPACT:
Approval of the Resolution will allow for the disposal of the items.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R70
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OR AUCTION OF OBSOLETE AND NON-WORKING MINOR EQUIPMENT AND OFFICE FURNITURE (DEVELOPMENT SERVICES DEPARTMENT)

WHEREAS: the Development Services Department has gathered and stored obsolete and non-working minor furniture; and

WHEREAS: obsolete and non-functional items are no longer useable for their intended purpose and continuing to store the items is not optimal; and

WHEREAS: items not currently in use are unlikely to be placed back in service due to the items being replaced or obsolete; and

WHEREAS: staff will send salvageable items to auctions and properly dispose of those items deemed unfit or unsafe for sale to the public; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed $2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is hereby given to auction, sell, or donate salvageable office furniture and minor equipment, and to properly dispose of unusable office furniture and minor equipment, attached hereto in “Exhibit A.”

ADOPTED THIS _____ DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

EXHIBIT A

Development Services Department Disposal List

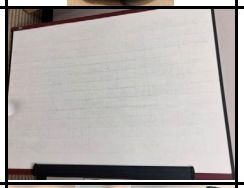
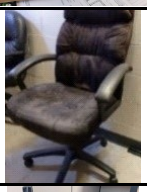
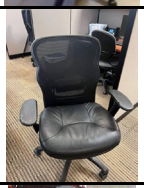
#	IMAGE	ITEM	REASON FOR DISPOSAL	QTY	METHOD OF DISPOSAL
1		Shark Professional Vacuum	Broken	1	RECYCLE
2		Keurig Coffee Machine	Broken	1	RECYCLE
3		Mr. Coffee Coffeemaker	No further use for item	1	RECYCLE or AUCTION
4		Whiteboards	Damaged	2	RECYCLE or DESTROY
5		Whiteboards	Damaged	2	RECYCLE or DESTROY
6		Black Suede Office Chair	Broken	1	RECYCLE or DESTROY
7		Black Leather Office Chair	Broken	1	RECYCLE or DESTROY
8		Black Leather Office Chair	Damaged	1	RECYCLE or DESTROY
9		Red Leather Office Chair	Broken	7	RECYCLE or DESTROY
10		Black Cloth Chair	No further use for item	1	AUCTION or RECYCLE

EXHIBIT A

Development Services Department Disposal List

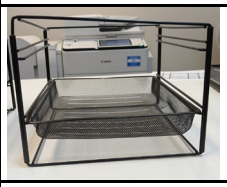
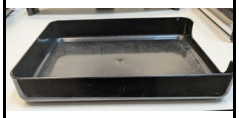
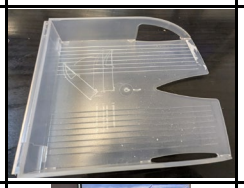
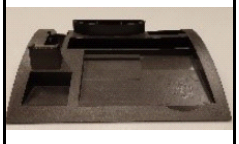
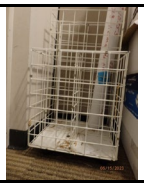
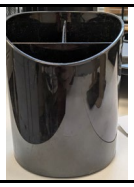
11		Plastic Filing Trays	No further use for item	31	AUCTION or RECYCLE
12		Wicker Filing Tray	Obsolete	1	AUCTION or RECYCLE
13		Metal Filing Trays	No further use for item	2	AUCTION or RECYCLE
14		Black mesh filing stand w/missing tray	Damaged	1	RECYCLE or DESTROY
15		Plastic Filing Tray	No further use for item	1	AUCTION or RECYCLE
16		Plastic Filing Tray	Damaged	1	AUCTION or RECYCLE
17		Magazine Racks	No further use for item	4	AUCTION or RECYCLE
18		Desktop Organizer - Black and Clear	No further use for item	2	AUCTION or RECYCLE
19		Desktop Organizer	No further use for item	1	AUCTION or RECYCLE
20		Rolodex	Obsolete	4	AUCTION or RECYCLE

EXHIBIT A

Development Services Department Disposal List

21		Bookends	No use for items	6	AUCTION or RECYCLE
22		Conference Table	No further use for item	1	AUCTION or RECYCLE
23		Plans Holder	Damaged	1	AUCTION or RECYCLE
24		Monitor stand	No further use for item	1	AUCTION or RECYCLE
25		Plastic Pencil Holder	No further use for item	2	AUCTION or RECYCLE
26		Black Business Card Holder	No further use for item	1	AUCTION or RECYCLE
27		Portable Air conditioner	No further use for item	1	AUCTION or RECYCLE
28		Gray metal cabinet	No further use for item	1	AUCTION or RECYCLE
29		Black metal wall document holder	No further use for item	1	AUCTION or RECYCLE
30		Beige Cloth Chair	No further use for item	1	AUCTION or RECYCLE

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R71

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Fire and Rescue

SUBJECT:
R71, Resolution Authorizing a Budget Adjustment to the Federal Grants Fund (259) for the New Mexico Department of Health Cities Readiness Initiative (CRI) Grant Program

BACKGROUND AND ANALYSIS:

The New Mexico Department of Health has awarded the City of Rio Rancho $16,250 to prepare for an effective response to large-scale public health emergencies. These funds will be used for a future Police and Fire and Rescue Department training exercise.

IMPACT:
The Resolution will increase the sources and use of the Federal Grants Fund (259).

There is no impact on the General Fund.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution

DEPARTMENT RECOMMENDATION:
Staff recommends the adoption of the Resolution.

ATTACHMENT: Resolution_R71

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 40 **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE FEDERAL GRANTS FUND (259) FOR THE NEW MEXICO DEPARTMENT OF HEALTH CITIES READINESS INITIATIVE (CRI) GRANT PROGRAM

WHEREAS: the New Mexico Department of Health has awarded the City of Rio Rancho an amount of $16,250 to prepare for an effective response to large scale public health emergencies;

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Federal Grants Fund (259)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
259-0000-331.20-00 Federal Grants	FR2550	$519,087	$16,250		$535,337
Total Sources		$519,087	$16,250		$535,337

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
259-0000-424.40-40 Program Activities	FR2550	$95,232	$16,250		$111,482
Total Uses		$95,232	$16,250		$111,482

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R72

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Police Department

SUBJECT:
R72, Resolution Authorizing the Disposal or Auction of Obsolete and Non-Working Minor Equipment and Office Furniture (Police Department)

BACKGROUND AND ANALYSIS:
The Police Department has damaged and worn equipment that has been replaced.

The property replaced is unusable, which consists of a variety of miscellaneous office equipment as depicted in the attached Exhibit A.

The Police Department desires to remove and safely dispose or auction the non-usable property.

The disposal of personal property is governed by Section 3-54-2-NMSA, 1978, and there is a requirement for Governing Body approval for the Disposal of property that does not exceed $2,500.

IMPACT:
Approval of the Resolution will enable the disposal or auction of the unusable property.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R72
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OR AUCTION OF OBSOLETE AND NON-WORKING MINOR EQUIPMENT AND OFFICE FURNITURE (POLICE DEPARTMENT)

WHEREAS: the Police Department has damaged and worn equipment that has been replaced; and

WHEREAS: the property replaced is unusable; and

WHEREAS: the Police Department desires to remove and safely dispose or auction the non-usable property; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2-NMSA, 1978, and there is a requirement for Governing Body approval for the Disposal of property that does not exceed $2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That formal authorization is hereby given to remove and safely dispose of the following property located at Police Headquarters (500 Quantum Rd) as depicted in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____2024.

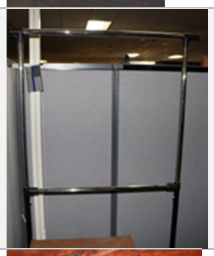
_____
Greggory D. Hull, Mayor

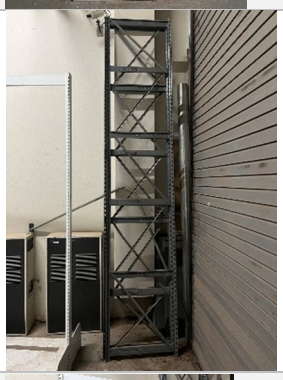
ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Exhibit A

Item	Qty	Destruc?on Method	Picture of Item
Metal File Cabinets	4	Disposal	
Wooden Printer Stand	1	Disposal	
Office Chairs	4	disposal	
Wooden bookshelf	2	Disposal	
Cameras (broken)	3	Disposal	
Metal coat rack	1	Disposal	
Carpet	1	Disposal	

Metal shelving	1	Disposal	
Portable wardrobe rack	1	Disposal	
Outer Vest Carrier (s/n DN-2144)	1	Disposal	
Desk organizers	3	Disposal	
Hole punch	3	Disposal	
Portable heater (does not work)	1	Disposal	
Subwoofer	1	Disposal	

Standing Desk A? achment (broken)	1	Disposal	
Wooden Office Desk (Broken drawers)	1	Disposal	
Metal Shelving	3	Disposal	
Metal Server Racks	2	Disposal	
Radio Base Sta? ons	2	Disposal	

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R73

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Police Department

SUBJECT:
R73, Resolution Authorizing Trade-In of Equipment (Police Department)

BACKGROUND AND ANALYSIS:
The Police Department has outdated and worn equipment, a treadmill depicted in the attached Exhibit A, that will be discarded and replaced.

The property to be replaced holds an unknown monetary value, which will offset the cost of a new item via store credit.

The Police Department desires to discard the outdated and worn equipment for store credit to offset the cost of new equipment.

The disposal of personal property is governed by Section 3-54-2-NMSA, 1978, and there is a requirement for Governing Body approval for the Disposal of property that does not exceed $2,500.

IMPACT:
Approval of the Resolution will enable discarding of used and worn equipment for store credit for the purchase of new equipment.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R73
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING TRADE-IN OF EQUIPMENT (POLICE DEPARTMENT)

WHEREAS: the Police Department has outdated and worn equipment that shall be discarded and replaced; and

WHEREAS: the property to be replaced holds an unknown monetary value, which will offset the cost of a new item via store credit; and

WHEREAS: the Police Department desires to discard the outdated and worn equipment for store credit to offset the cost of new equipment; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2-NMSA, 1978, and there is a requirement for Governing Body approval for the Disposal of property that does not exceed $2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That formal authorization is hereby given to discard for store credit the following property located at Police Headquarters (500 Quantum Rd) as depicted in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Exhibit A

Item	Qty	Destruc?on Method	Picture of Item
Treadmill	1	Trade-in	

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R74

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Financial Services

SUBJECT:
R74, Resolution Authorizing Budget Adjustments to Debt Funds to Remove Fees from the Debt Service Accounts

BACKGROUND AND ANALYSIS:
The New Mexico Department of Finance and Administration (DFA) regulations require the City to approve and submit a final budget to them by July 31, 2024, which was completed and submitted.

On August 12, 2024, the City received a communication from DFA requiring debt commitments and fees expenses to be moved from the debt service funds to either the General Fund or the Water Enterprise Utilities Operating Fund according to the debt type before their granting of final budget approval.

The proposed adjustments in the Resolution are necessary to match the City's updated financial accounting records with DFA's financial accounting records and complete DFA's request.

IMPACT:
The net decrease in the General Fund Ending Fund Balance is $10,675, and there is a net increase in the G.O. Bond Debt Service Funds (401, 402, 403, 404) Ending Fund Balances of $10,675.

The other adjustments were made between transfers and expenses, decreasing transfers out of the General Fund by $3,255 and increasing expenses by the same amount. The Utilities Operating fund will have a decrease of transfers out of $2,153 and an increase in expenses by the same amount.

The other debt service funds for GRT, NMFA, Senior Utility Debt Service, and MPEC Debt Service (424, 429, 533, 610) will decrease transfers by $5,408 combined and expenses by the same amount.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R74

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS TO DEBT FUNDS TO REMOVE FEES FROM THE DEBT SERVICE ACCOUNTS

WHEREAS: the Fiscal Year (FY) 2025 Budget, approved July 25, 2024, had Debt Service fees accounted for in the related Debt Service funds based on actual and projected expenditures, the same as prior years; and

WHEREAS: DFA communication received on August 12, 2024, requires that these fees must not be included in the Debt Service funds, but in the General Fund or Water Enterprise Utilities Operating fund according to type of debt; and

WHEREAS: in order to recognize those changes, a budget adjustment is necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0515-410-3040 Paying Agent Fee	N/A	$0	$10,437		$10,437
101-0515-410-3045 Arbitrage Services	N/A	$4,500	$3,493		$7,993
101-0515-410-8008 Transfer Debt Serv. Bonds	N/A	$1,809,258		$1,650	$1,807,608
101-0515-410-8011 Transfer Debt Serv. Loans	N/A	$1,155,670		$1,605	$1,154,065
101-0515-410-9001 Ending Fund Balance	N/A	$21,234,509		$10,675	$21,223,834
Total Expense		$24,203,937	$13,930	$13,930	$24,203,937

G.O. Bond Series 2016 (401)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
401-0000-470-3040 Paying Agent Fee	N/A	$2,746		$2,746	$0
401-0000-470-3045 Arbitrage Services	N/A	$417		$417	$0
401-0000-470-9001	N/A	$1,666,469	$3,163		$1,669,632

Ending Fund Balance					
Total Expense		$1,669,632	$3,163	$3,163	$1,669,632

G.O. Bond Series 2018 (402)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
402-0000-470-3040 Paying Agent Fee	N/A	$1,850		$1,850	$0
402-0000-470-3045 Arbitrage Services	N/A	$550		$550	$0
402-0000-470-9001 Ending Fund Balance	N/A	$2,086,844	$2,400		$2,089,244
Total Expense		$2,089,244	$2,400	$2,400	$2,089,244

G.O. Bond Series 2020 (403)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
403-0000-470-3040 Paying Agent Fee	N/A	$1,940		$1,940	$0
403-0000-470-3045 Arbitrage Services	N/A	$706		$706	$0
403-0000-470-9001 Ending Fund Balance	N/A	$2,627,679	$2,646		$2,630,325
Total Expense		$2,630,325	$2,646	$2,646	$2,630,325

G.O. Bond Series 2022 (404)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
404-0000-470-3040 Paying Agent Fee	N/A	$646		$646	$0
404-0000-470-3045 Arbitrage Services	N/A	$1,820		$1,820	$0
404-0000-470-9001 Ending Fund Balance	N/A	$6,042,752	$2,466		$6,045,218
Total Expense		$6,045,218	$2,466	$2,466	$6,045,218

Gross Receipts Tax Debt Fund (424)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
424-0000-392-3000 Transfer	N/A	$1,501,322		$1,000	$1,500,322
Total Revenue		$1,501,322		$1,000	$1,500,322

Account	Project	Revised	Increase	Decrease	Adjusted

	No.	Budget			Budget
424-0000-470-3040 Paying Agent Fee	N/A	$1,000		$1,000	$0
Total Expense		$1,000		$1,000	$0

NMFA Governmental Debt Service Fund (429)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
429-0000-392-3000 Trans. from General Fund	N/A	$1,155,670		$1,605	$1,154,065
Total Revenue		$1,155,670		$1,605	$1,154,065

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
429-0000-470-3040 Paying Agent Fee	N/A	$1,605		$1,605	$0
Total Expense		$1,605		$1,605	$0

Utility Fund (501)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
501-7060-505-3040 Paying Agent Fee	N/A	$0	$2,153		$2,153
501-7060-505-8008 Transfer to Debt Service	N/A	$7,607,778		$2,153	$7,605,625
Total Expense		$7,607,778	$2,153	$2,153	$7,607,778

Utility 2009 Ref Debt Service Fund (533)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
533-0000-392-1200 Trans from Other Fund	N/A	$6,371,122		$2,153	$6,368,969
Total Revenue		$6,371,122		$2,153	$6,368,969

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
533-0000-505-3040 Paying Agent Fee	N/A	$2,153		$2,153	$0
Total Expense		$2,153		$2,153	$0

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MPEC Debt Service Fund (610)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
610-0000-392-3000 Trans. from General Fund	N/A	$307,936		$650	$307,286
Total Revenue		$307,936		$650	$307,286

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
610-0000-505-3040 Paying Agent Fee	N/A	$650		$650	$0
Total Expense		$650		$650	$0

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R75

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Police Department

SUBJECT:
R75, Resolution Authorizing a Budget Adjustment to the Regional Emergency Communication Center Fund (280) for Emergency Repair of the Uninterrupted Power Supply

BACKGROUND AND ANALYSIS:
In August, emergency repair work to the uninterrupted power supply (UPS) battery system and electrical panel was necessary and completed in order to maintain operations/services provided by the Sandoval County Regional Communications Center located at Rio Rancho Police headquarters (500 Quantum Road).

A budget adjustment is necessary to pay the contractor's invoice ($4,803).

The City of Rio Rancho is the designated fiscal agent for the Sandoval County Regional Communications Center and associated Joint Powers Agreement Board.

The Board President and Vice-Present were advised by City Staff / 9-1-1 Communications Manager of the emergency situation in July and August and the need to utilize available funding in the designated Regional Emergency Communications Center Fund 280 - Ending Fund Balance Reserve for Capital in order to make timely payment for services.

IMPACT:
There is no General Fund impact.

Existing funding ($4,803) will be reallocated from the Ending Fund Balance Reserve to Building Repair within Regional Emergency Communications Center Fund 280.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R75
ATTACHMENT: Invoice

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE REGIONAL EMERGENCY COMMUNICATION CENTER FUND (280) FOR EMERGENCY REPAIR OF THE UNINTERRUPTED POWER SUPPLY

WHEREAS: emergency repair work to the uninterrupted power supply (UPS) battery system and electrical panel has been completed; and

WHEREAS: a budget adjustment is necessary to pay the contractor's invoice.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Regional Emergency Communications Center (280)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
280-0000-421.50-35 Building Repair	No Project	$0	$4,803		$4,803
280-0000-421.90-04 Ending Fund balance / Reserve - Capital	No Project	$2,314,722		$4,803	$2,309,919
Total Uses		$2,314,722	$4,803	$4,803	$2,314,722

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193-7904
505-344-7663
www.ritecon.com

Invoice

Date	Invoice #
8/21/2024	COM-2441-1

Bill To
Financial Services 3200 Civic Center Circle NE Rio Ranco, NM 87144

Terms	P.O. No.	Project Name
net 30	Proposal August 16, 2024	COM-2441 Rio Rancho PD UPS Emergency

Description	Qty	Rate	Amount
Labor and material to repair Police Dept. UPS Dispatch	1	4,470.00	4,470.00T

Subtotal	$4,470.00
Sales Tax (7.4375%)	$332.46
Total	$4,802.46

Please Make Checks Payable to All Rite Construction

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R76

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Public Works

SUBJECT:
R76, Resolution Authorizing the Disposal of Obsolete and Non-Working Equipment and Office Furniture (Public Works Department)

BACKGROUND AND ANALYSIS:
The miscellaneous equipment and minor furniture listed in the attached i Exhibit A were replaced or decommissioned due to age, deterioration, and/or lack of available replacement parts and need to be disposed.

The disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for Governing Body approval for property that does not exceed $2,500.

IMPACT:
Approval of the Resolution will enable the City to dispose of the non-repairable/non-operational equipment and office furniture.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R76
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE AND NON-WORKING EQUIPMENT AND OFFICE FURNITURE (PUBLIC WORKS DEPARTMENT)

WHEREAS: the Public Works Department has replaced equipment and furniture through upgrades at City facilities; and

WHEREAS: due to the age, deterioration, and/or lack of available replacement parts upgrades were required; and

WHEREAS: the disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for Governing Body approval for property that does not exceed $2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That formal authorization is hereby given to properly dispose of the obsolete and non-functioning equipment and furniture items listed in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Disposal Inventory Exhibit A

Item/Description	Total # of Like Items	CoRR Tag Number
cubicle walls used	24	n/a
cubicle cabinents used	2	n/a
dayton generator used - not working	1	n/a
jet band saw used- not working	1	n/a
zip strip - dbr	3 case	n/a
Cooler 4401DD - N43DD - used	1	0000000833
broken television - dbr- not working	1	n/a
wooden door - used	1	n/a
wooden bookcases - dbr	3	n/a
Carrier cooler units - not working	6	n/a
paper shredder - public works - used	1	n/a
backpack vac units - used -dbr - not working	12	n/a
round concrete table - 3- benches- used -dbr	1	n/a
Square concrete table - 2 benches- used -dbr	1	n/a
blue / green pipe - w/ fittings attached	1	n/a
220v ac/ dc welder used - not working	1	n/a
scrap metal bundle - conduit - strut - used	2	n/a
yard propane tank - used - not working	1	n/a
metal fire cabinet - used - dbr	1	n/a
misc light bulbs /fixtures - used- not working	20	n/a
metal office file cabinet large - used not working	2	n/a
office printer - used - not working	3	n/a
conf. room table - used	1	n/a
airless sprayers- w/ attachments graco - used not working	5	n/a
metal office file cabinet small - used not working	2	n/a
scrap metal steel plate and box - damaged -used	10	n/a
office desk - damaged - used	3	na

Item/Description	Total # of Like Items	CoRR Tag Number

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R77

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Financial Services

SUBJECT:
R77, Resolution Authoring the Disposal of Office Fixtures and Equipment (Financial Services Department)

BACKGROUND AND ANALYSIS:
The Financial Services Department Cashier's Office and the City Clerk's reception area will be renovated over the next 10 weeks.

The renovation will enhance security features and provide for a more modern space for customers and employees to utilize.

The existing space contains built in desk/service counter combination fixtures and blinds that will be removed and replaced due to the renovation. Also, the Cashier's Office safe is obsolete and will be replaced with a larger, more modern and more accessible safe for Cashier's to secure their cash drawers.

The disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed $2,500.

IMPACT:
Approval of the Resolution will enable the proposal of property/

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R77
ATTACHMENT: Exhibit A

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING THE DISPOSAL OF OFFICE FIXTURES AND EQUIPMENT (FINANCIAL SERVICES DEPARTMENT)

WHEREAS: the Financial Services Department Cashier's Office and the City Clerk's reception area will be renovated to enhance security features and provide a more modern space for employees and customers; and

WHEREAS: the space contains built in desks and service counter space combination fixtures and blinds which must be removed and replaced; and

WHEREAS: the existing safe is obsolete and will be replaced during the renovation; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed $2,500.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

The formal and required authorization is hereby given to properly dispose of the items depicted in Exhibit A, attached hereto.

ADOPTED THIS _____DAY OF _____ 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

EXHIBIT A

EXHIBIT A

HOME
FREEDOM

ATTENTION:
All credit card payments will be charged a $1.75 service fee.
Effective 7/22/24
Walk-up cashier hours will be
10:00 am – 5:00 pm
Monday – Friday

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O20

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Development Services

SUBJECT:
O20, Ordinance Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Rio Rancho Estates Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30; Block 149, Lots 13-17, 26, 29-37, 40, 41, 44, From TZ: Transitional Zoning to R-4: Single-Family Residential; and Unit 25, Block 150, Lot 11, From TZ: Transitional Zoning to R-3: Mixed Residential; Identifying Conditions of Development, Providing for Severability and an Effective Date

BACKGROUND AND ANALYSIS:
The applicant, AMREP Southwest, Inc., requests approval of a Zone Map Amendment for the lots legally described as: Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30 and Unit 25, Block 149, Lots 13-17, 26, 29-37, 40, 41, 44, from T-Z: Transitional Zoning to R-4: Single-Family Residential. The applicant also requests a Zone Map Amendment for Unit 25, Block 150, Lot 11, from T-Z to R-3: Mixed Residential. The subject properties consist of 17.12 acres and are zoned T-Z: Transitional Zoning under Ordinance No. 24, Enactment No. 98-025.

The subject property is designated as Low/Medium Density Residential with proposed R-4 and R-3 Zoning for the subject properties within the Mountain Hawk West Master Plan, adopted under Resolution No. 124, Enactment No. 22-125 and amended under Resolution No. 82, Enactment No. 23-083. The properties are situated south of Unser Blvd. NE, west of Columbine Road NE.

The Planning and Zoning Board reviewed this item at their August 13, 2024 meeting and recommended the Governing Body adopt the Ordinance by a vote of six (6) for and 0 against.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:
City of Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07 (A) requires that an applicant file a request for a zone map amendment through the City Planning & Zoning Board when a change in zoning designation is sought.

The Planning and Zoning Board recommends the Governing Body find that the application, presented as an attachment, meets the submittal requirements for the proposed zoning request. Criteria is satisfied.

Pursuant to the criteria provided by R.O. 2003 Section 150.07 (D) through (G), a request for change in zoning designation must address the following policies and criterion for a zone map change:
(D) The following policies for deciding zone map change applications pursuant to the City zoning code are hereby adopted: (1) A proposed zone change must be found to be consistent with the health, safety, morals, and general welfare of the City.

The applicant states: "the proposed zone map amendment is consistent with the health, safety,

morals, and general welfare of the city, [as] the proposed ZMA creates the development conditions necessary to construct high quality mixed residential development that will meet the needs of future Mountain Hawk West and Rio Rancho residents." The applicant maintains that the development will allow for more varied housing options, "in what the Rio Rancho Comprehensive Plan defines as a development node and future activity center."

The Planning and Zoning Board recommends the Governing Body find that the proposed zoning and development that it will bring are consistent with the health, safety, morals and general welfare of the City, by assigning a residential zoning designation to properties currently zoned as "Transitional Zoning" and allowing for more flexibility in single family residential development. It will also bring the area in line with the Mountain Hawk Master Plan. The subject property is currently limited to antiquated platting, and the proposed Zone Map Amendment allows for the subdivision of property in this area with the potential for a diversity of lot sizes and uses. Criteria is satisfied.

(2) Stability of land use and zoning is desirable; therefore, the applicant must provide a sound justification for the change. The burden is on the applicant to show why the change should be made, not on the City to show why the change should be made.

The applicant states: "the zone change will allow for stability of land use and zoning [by] allow[ing] the property to be developed in a manner that is compatible with and viable for the surrounding Mountain Hawk West Master Plan area and [surrounding] Rio Rancho Neighborhoods." The applicant also maintains that the development "provides access to housing in a undeveloped areas" and furthers the Comprehensive Plan's goal of "providing a variety of housing types that meet the needs of current and future populations within the city."

The Planning and Zoning Board recommends the Governing Body find that the zone change will bring added stability to the area as it will implement the zoning proposed in the Mountain Hawk West Master Plan and creates the potential for a variety of lot sizes and residential development in an area currently limited by antiquated platting on Transitional Zoned properties. It further allows for development consistent with that of surrounding neighborhoods to the east. Criteria is satisfied.

(3) A proposed change shall generally be consistent with adopted elements of the Comprehensive Plan or other City master plans and amendments thereto including privately developed area plans which have been adopted by the City.

The applicant states, "the Rio Rancho Comprehensive Plan has a goal to provide housing near gateways and transportation corridors due to an increasing population, [and] Mountain Hawk West's location off of Mariposa Parkway and Unser Boulevard; a highly utilized transportation corridor and designated gateway, furthers that goal." The applicant further maintains that the ZMA, "is consistent with the goals and policies outlined by the Mountain Hawk West Master Plan."

The Planning and Zoning Board recommends the Governing Body find that the zone change is consistent with adopted elements of the Comprehensive Plan, in that the proposed Zone Map Amendment accomplishes Goal A-1 and Policy A-3 of the City Comprehensive Plan as it allows for the potential subdivision of property within the Mountain Hawk West Master Plan, and the potential elimination of an antiquated platted, non-planned area.

The Planning and Zoning Board recommends the Governing Body find that the request will allow for a flexibility of lot sizes in an area currently restricted by the T-Z: Transitional Zoning Designation. Finally, the zone map amendment brings the subject properties in line with the zoning called for in the Mountain Hawk West Master Plan. Criteria is satisfied.

(4) The applicant must demonstrate that the existing zoning is inappropriate because:
(a) There was an error, mistake or is necessary to correct an injustice that occurred when the

existing zone map pattern was created, including the placement of an R-1 or transitional zone on an antiquated plat filed before the City's incorporation and adoption of its own zoning code or on land annexed by the City; or
(b) Changed neighborhood or community conditions justify the change; or
(c) A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other City master plan, even though (D)(1) or (2) does not apply. Applicant's reliance on this provision requires proof that (i) there is a public need for a change of the kind in question, and (ii) that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The applicant states that, "the proposed ZMA is more advantageous to the community, as articulated in the Comprehensive Plan as demonstrated in section one, two and three above. The applicant is requesting an amendment to the zoning to match the recently approved Mountain Hawk West Master Plan."

The Planning and Zoning Board recommends the Governing Body find that the existing zoning is no longer appropriate given the approved Mountain Hawk West Master Plan, which updated the area's land use to "Low/Medium Density Residential," and furthermore, the proposed Zone Map Amendment is justified because the subject property is a transitional zone on an antiquated plat that was filed before the City's incorporation.

Additionally, the comprehensive plan's Population & Housing element also has a goal to promote a variety of housing types to meet the needs of all members of the community (Goal PH-3). The change to R-3 and R-4 would allow for a variety of lot sizes and types of homes to fit residents needs. Criteria is satisfied.

(E) The cost of land or other economic considerations pertaining to the applicant shall not be a determining factor for a change of zone.

The Planning and Zoning Board recommends the Governing Body find that the cost of land or other economic considerations pertaining to the applicant is not considered a determining factor in the change in zoning designation. Criteria is satisfied.

(F) Location on a collector or major street is not in itself sufficient justification of apartment, office, or commercial zoning.

The Planning and Zoning Board recommends the Governing Body find that the location of the subject site is not justification for the change. Criteria is satisfied.

(G) A zone change request which would give a zone different from surrounding zoning to one small area, especially when only one premises is involved, is generally called a "spot zone." Such a change of zone may be approved only when:
(1) The change will clearly facilitate realization of the Comprehensive Plan and any applicable adopted sector development plan or area development plan; or
(2) The area of the proposed zone change is different form surrounding land because it could function as a transition between adjacent zones; because the site is not suitable for the uses allowed in any adjacent zone due to topography, traffic, or special adverse land uses nearby; or because the nature of structures already on the premises makes the site unsuitable for the uses allowed in any adjacent zone.

The Planning and Zoning Board recommends the Governing Body find that the change in zoning would not be considered a "spot zone" due to the proximity of R-4 and R-3 zoning to the north and east of the subject property, and the zone change would bring the area in alignment with the Mountain Hawk West Master Plan. Criteria is satisfied.

SURROUNDING LAND USE/ZONING: The neighboring properties consist of a mixture of T-Z: Transitional Zoning and R-4: Single-Family Residential to the south, east, and west, as well as R-3: Mixed-Residential zoning to the north.

NOTIFICATIONS: In accordance with State Statute NMSA 3-21-6, which stipulates notification procedures for this type of zoning action, all property owners within 100 feet of the subject properties received a certified letter containing a notice of action and impending Governing Body hearing. A legal notice was published in the Albuquerque Journal on August 28, 2024.

INTERDEPARTMENTAL/INTERAGENCY REVIEW:
DSD Planning and Zoning - Comments within document
DSD Engineering - No comments provided
Rio Rancho Public Schools - No comments provided
Fire and Rescue - No adverse comments
Police Department - No comments provided
SSCAFCA - No adverse comments.
MRCOG - No adverse comments
Parks, Recreation, and Community Services - No adverse comments

IMPACT:

The Planning and Zoning Board recommends the Governing Body adopt the Zoning Ordinance, subject to the following findings below:

GENERAL FINDINGS OF FACT:
1. The Planning and Zoning Board may make a recommendation to the Governing Body on the applicant's request for a zone map amendment.
2. The applicant has the authority to apply for a zone map amendment on the subject property.
3. The applicant and adjacent property owners received due process.

SPECIFIC FINDINGS OF FACT FOR APPROVAL:
1. The proposed ordinance change would be consistent with the health, safety, morals, and general welfare of the City by providing a residential zoning designation to properties currently zoned as TZ: Transitional Zoning.
2. The applicant has provided sound justification, in a narrative dated July 15, 2024, for the proposed zone change and the zone map amendment would provide for stability of zoning as the use will provide a residential development compatible with the adjacent Mountain Hawk Subdivision and eliminate a transitional zone on antiquated platted lots.
3. The proposed zone map amendment would be consistent with the intent of the adopted elements of the Comprehensive Plan as well as the intent and land use articulated in the Mountain Hawk West Master Plan.
4. The applicant has demonstrated that the R-4 and R-3 zoning designations would be a more advantageous zoning for the subject properties due to the current Transitional Zone designation on antiquated platted lots.
5. The cost of the land or other economic considerations does not appear to be a justification for the proposed zone map amendment.
6. The requested zone map amendment does not create a spot zone, as it is similar to and compatible with adjacent zoning and is in conformance with the adopted Mountain Hawk West Master Plan.

If the Governing Body determines the proposed zone map amendment is not justified, the following findings are recommended for denial:

SPECIFIC FINDINGS OF FACT FOR DENIAL:

1. The proposed zone map amendment does not meet the requirements of Rio Rancho Code of Ordinances (R.O. 2003) §150.07(D) Amendments.

ALTERNATIVES:

1. The Governing Body may approve the request.
2. The Governing Body may deny the request.
3. The Governing Body may modify the request and approve such modifications.
4. The Governing Body may postpone final action on the request and continue the public hearing to request additional information or consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:

The Planning and Zoning Board recommends the Governing Body adopt the Ordinance.

ATTACHMENT: Ordinance_O20
ATTACHMENT: Application
ATTACHMENT: Location and Zoning Map
ATTACHMENT: Mountain Hawk West Proposed Land Use
ATTACHMENT: Notices

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE AMENDING THE ZONING CLASSIFICATION AND OFFICIAL ZONING MAP FOR THE PROPERTY LEGALLY DESCRIBED AS RIO RANCHO ESTATES UNIT 25, BLOCK 28, LOTS 17, 18, 20, 21, 27, 30; BLOCK 149, LOTS 13-17, 26, 29-37, 40, 41, 44, FROM TZ: TRANSITIONAL ZONING TO R-4: SINGLE-FAMILY RESIDENTIAL; AND UNIT 25, BLOCK 150, LOT 11, FROM TZ: TRANSITIONAL ZONING TO R-3: MIXED RESIDENTIAL; IDENTIFYING CONDITIONS OF DEVELOPMENT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS: the Governing Body of the City of Rio Rancho has adopted zoning regulations and an official zone map in accordance with New Mexico Statutes Annotated 1978 (NMSA 1978) Chapter 3, Article 21; and

WHEREAS: in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, an application to amend the zoning ordinance on the subject property has been submitted by The City of Rio Rancho, and assigned City Case No. 24-100-00007; and

WHEREAS: the Governing Body adopted the Mountain Hawk West Master Plan on December 15, 2022 with Resolution No. 124, Enactment No. 22-125, and as amended under Resolution No. 82, Enactment No. 23-083; and

WHEREAS: the City of Rio Rancho Planning and Zoning Board held a duly noticed public hearing on August 13, 2024, regarding the proposed changes to the Official Zoning Map and, following study and consideration, has made findings (where applicable) whether or not the criteria in R.O. 2003 Section 150.07 are satisfied, and made these recommendations to the Governing Body regarding adoption of the changes; and

WHEREAS: the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes pursuant to R.O. 2003 Section 150.07, and said report includes specific findings related to the affected property; and

WHEREAS: a public hearing occurred, in accordance with procedures set forth in R.O. 2003 Section 150.07, and NMSA 1978 Section 3-21-6, on the proposed zoning district and Official Zone Map changes hereinafter described were duly advertised and held by the Governing Body of the City of Rio Rancho on September 12, 2024 and the Governing Body heard interested parties and citizens for and against the proposed amendments; and

WHEREAS: the proposed amendments to be adopted by this Ordinance comply with the statutory and regulatory requirements of the aforesaid Code of

Ordinances and Statutes, and upon specific findings related to the subject property and determining the proposed amendment is consistent with the policies and criteria set forth in R.O. 2003 Section 150.07 (D) through (G), the Governing Body finds the amendments promote the health, safety, morals, and general welfare of the City.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. Rezoning of property and Change in Land Use.

A. The Official Zone Ordinance is hereby amended by assigning a zoning designation on approximately 16.62 acres from a TZ: Transitional Zoning District to a R-4: Single-Family Residential District on the land legally described as:

Rio Rancho Estates Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30; Block 149, Lots 13-17, 26, 29-37, 40, 41, 44 as shown on the plat entitled "BLOCKS 131 THRU 141 & 143 THRU 150, PORTIONS OF BLOCKS 25, 26, 27, & 142, UNIT TWENTY-FIVE, RIO RANCHO ESTATES, SANDOVAL COUNTY, NEW MEXICO" filed in the office of the County Clerk of Sandoval County, New Mexico on March 5, 1971 in Volume 2, Folio 53 (RRE Book 2, Page 53).

B. The Official Zone Ordinance is hereby amended by assigning a zoning designation on approximately 0.5 acres from a T-Z: Transitional Zoning District to an R-3: Mixed Residential District on the land legally described as:

Rio Rancho Estates Unit 25, Block 150, Lot 11, as shown on the plat entitled "BLOCKS 131 THRU 141 & 143 THRU 150, PORTIONS OF BLOCKS 25, 26, 27, & 142, UNIT TWENTY-FIVE, RIO RANCHO ESTATES, SANDOVAL COUNTY, NEW MEXICO" filed in the office of the County Clerk of Sandoval County, New Mexico on March 5, 1971 in Volume 2, Folio 53 (RRE Book 2, Page 53).

Section 2. Land Use, Conditions, Development Standards/Regulations and use of PROPERTY:

A. The properties identified in Section 1 (A), above, are subject to all requirements of the R-4: Single-Family Residential District set forth in R.O. 2003 Section 154.11, (as of the effective date of this ordinance or as subsequently amended).

B. The properties identified in Section 1 (B), above, are subject to all requirements of the R-3: Mixed Residential District set forth in 154.10 (as of the effective date of this ordinance or as subsequently amended).

Section 3. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this Ordinance or the regulation so challenged.

Section 4. Effective Date. This Ordinance shall become effective ten days after adoption.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

Rio Rancho
City of Vision

Development Services Department, Ste. 130
3200 Civic Center Circle NE, Rio Rancho, NM 87144
(505) 891-5005

PLANNING & ZONING LAND USE APPLICATION

Please check appropriate box

Administrative Permit	Plan	Subdivision	Zoning
☐ Community Residential Care Facility	☐ Comprehensive Plan Amendment	☐ Final Plat	☐ Annexation
☐ Development Review Committee (DRC)	☐ Corridor Plan Amendment	☐ Preliminary Plat	☐ Appeal
☐ Home Occupation	☐ Master Plan	☐ Summary Plat	☐ Conditional Use Permit
☐ Model Home / Sales Office	☐ Master Plan Amendment	☐ Vacation of Plat/Street	☐ Master Sign Plan
☐ Residential Child Care Facility 6 or <	☐ Specific Area Plan Amendment	☐ Street Name Change	☐ Site Plan
☐ Sign Permit	☐ Text Amendment	☐ Subdivision Interpretation	☐ Special Exception
☐ Other		☐ Subdivision Variance	☐ Variance
			✓ ☐ **Zone Map Amendment**
			☐ Zoning Certification
			☐ Zoning Interpretation

Please Print In Ink Only or Type
Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.

APPLICANT/AGENT INFORMATION

Applicant Name: AMREP Southwest, Inc.		Phone: 505-896-9037
Address: 409 NM Hwy 528		E-Mail: jarrodl@aswinc.com
City: Rio Rancho	State: NM	Zip: 87124
Proprietary Interest:	List Owners:	
Deed or Ownership Verification Provided: (Initials)	Letter of Authorization Provided: (Initials)	
Agent Name:		Phone:
Address:		E-Mail:
City:	State:	ZIP Code:

DESCRIPTION OF REQUEST: (PLEASE ADD ADDITIONAL SHEET(S) IF NECESSARY)

Zone Map Amendment

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit : Rio Rancho Estates Unit 25	Block(s): 28,149, 150	Lot(s): 17,18,20,21,27,30 (Blk 28) 13-77,26,29-37,40,41,44 (Blk 149), 11 (Blk 150)
Existing Zoning: TZ	Proposed Zoning: R-3 and R-4	
No. of existing lots: 25	No. of proposed lots:	Total area of site (acres)17.12

ACKNOWLEDGEMENT

I hereby acknowledge that I have read this entire application and affirm that all information provided is correct. I agree to comply with the requirements of the City of Rio Rancho as outlined in all applicable laws, ordinances and regulations.

Print Name: Jarrod Likar	Applicant: X	Agent:
Signature: Jarrod Likar		Date: 7/15/2024

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ **DATE:**

Form revised January 26, 2017

AMREP SOUTHWEST INC. 409 NM HWY 528 NE, Rio Rancho, NM 87124

July 15, 2024

Ms. Amy Rincon
Director of Development Services
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Re: Request for a Zone Map Amendment

Dear Ms. Rincon:

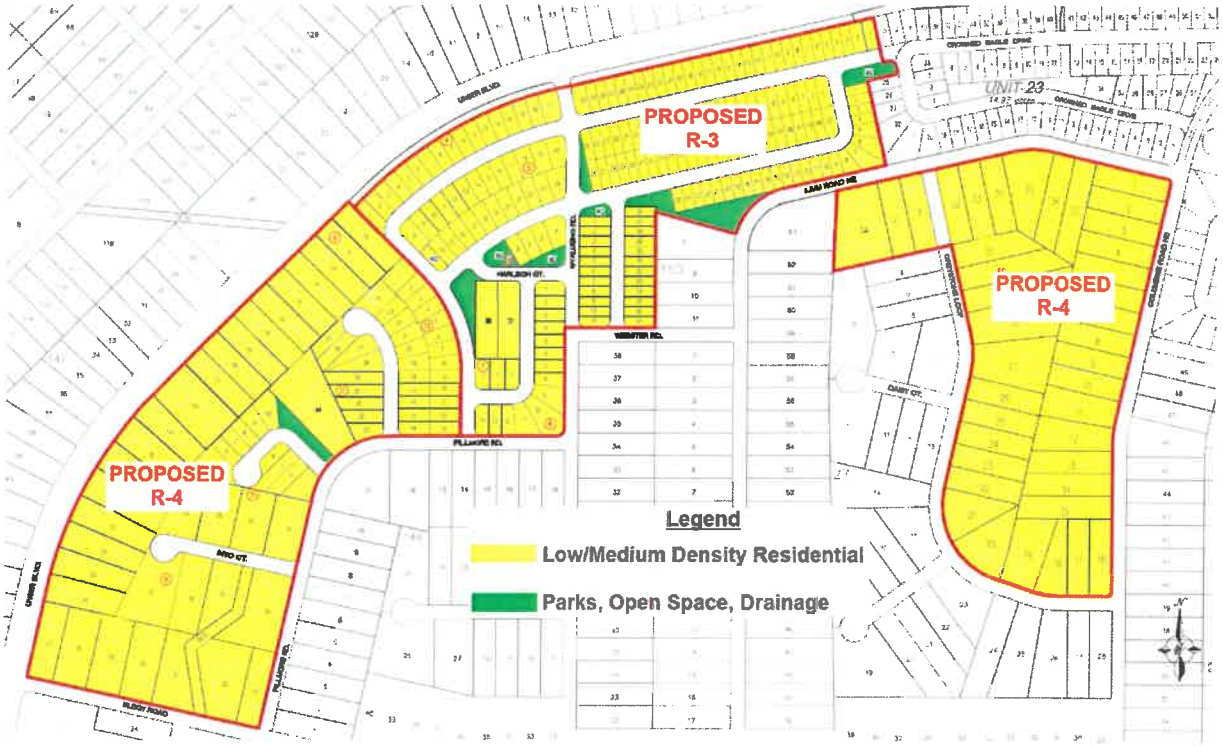
AMREP Southwest, Inc. (the "Applicant") is the owner of all the real property (the "subject property") involved in this zone map amendment request. This is a request for a Zone Map Amendment("ZMA") for approximately 17.12 acres within the Mountain Hawk West Master Plan Area more particularly identified within Blocks 28, 149 and 150, of the Rio Rancho Estates, Unit 25 (the "Subject Property"). The Subject Property is located east of Unser Blvd NE, north of Elegy Lane NE and west of Columbine Road NE.

The applicant is requesting that Unit 25, Block 149, Lots 13-17, 26, 29-37, 40-41 and 44; Block 28, Lots 17, 18, 20, 21, 27 and 30 be rezoned from TZ to R-4. In addition, Unit 25, Block 150, Lot 11 be rezoned from TZ to R-3. This zone change will place these lots in line with the Mountain Hawk West Master Plan adopted on December 15, 2022 by the City's Governing Body.

SITE CONTEXT/ZONE MAP AMENDMENT

The subject property is situated within the existing Mountain Hawk West Master Plan. The surrounding area consists of future residential neighborhoods. The Mountain Hawk West Master Plan extends to the southwest and southeast of the requested ZMA property and it consists primarily of TZ, Transitional Zoning. The subject property is bound on the south by Elegy Lane NE and on the north by Unser Boulevard. Proposed zoning around blocks 28, 149 and 150 from the approved Mountain Hawk West Master Plan can be seen below and includes low/medium density zoning.

+


PROPOSED
R-3
PROPOSED
R-4
PROPOSED
R-4
UNIT 23
Legend
Low/Medium Density Residential
Parks, Open Space, Drainage

SECTION 150.07 JUSTIFICATION

This section of the request addresses the criteria for a zone map amendment. A justification per Section 150.07 (D-G), Policies for Deciding Zone Map Amendments, is provided below.

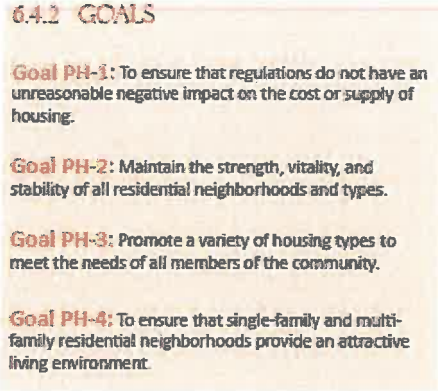
(D) The following policies for deciding zone map change applications pursuant to the City Zoning Code are:

1. A proposed zone change must be found to be consistent with the health, safety, morals, and general welfare of the City.

Applicant response: The proposed Zone Map Amendment is consistent with the health, safety, morals, and general welfare of the City. The proposed ZMA provides the opportunity to further the health and welfare of the City by creating the development conditions necessary to construct high quality mixed residential development that will meet the needs of future Mountain Hawk West and Rio Rancho residents. Additionally, the zone change will allow the properties to be developed consistent with the approved Mountain Hawk West Master Plan. The amendment will complement the existing and surrounding developed residential and commercial areas by allowing a variety of housing options in what the Rio Rancho Comprehensive Plan defines as a development node and future activity center (Page V-11). As described in Section 1.3 Development Nodes, 'The creation of development nodes where higher concentration of land uses exist in the form of commercial, multi-family and mixed-use developments helps to develop a sense of place.', the proposed ZMA will further the general welfare of the City by providing this variety of zones thus creating the sense of place for current and future residents within a developing neighborhood within Rio Rancho.

2. Stability of land use and zoning is desirable; therefore, the applicant must provide a sound justification for the change. The burden is on the applicant to show why the change should be made, not on the City to show why the change should not be made.

Applicant response: This zone change request will allow for stability of land use and zoning as well as improve it. The zone map amendment will allow the property to be developed in a manner that is compatible with and viable for the surrounding Mountain Hawk West Master Plan area and Rio Rancho neighborhoods. The requested amendment will allow for development that is consistent with the Rio Rancho Comprehensive plan goals to provide access to housing in undeveloped areas, due to an increasing population. Additionally, the Comprehensive Plan has identified goals under Section 6: Population and Housing (depicted below) to provide a variety of housing types that meet the needs of current and future populations within the city.



6.4.2 GOALS

Goal PH-1: To ensure that regulations do not have an unreasonable negative impact on the cost or supply of housing.

Goal PH-2: Maintain the strength, vitality, and stability of all residential neighborhoods and types.

Goal PH-3: Promote a variety of housing types to meet the needs of all members of the community.

Goal PH-4: To ensure that single-family and multi-family residential neighborhoods provide an attractive living environment.

The proposed zoning will not destabilize the land use and zoning in the area, but will strengthen it with a mixture of residential uses that meet the needs of the surrounding community. The requested zone change will allow the Property to be developed in a manner compatible with surrounding uses and consistent with current development possibilities. For this reason, there is sound justification for the requested zone change.

3. A proposed change shall generally be consistent with adopted elements of the Comprehensive Plan or other City master plans and amendments thereto including privately developed area plans which have been adopted by the City.

Applicant response: The proposed ZMA does not change, but rather furthers the Rio Rancho Comprehensive Plan's intent. The Rio Rancho Comprehensive Plan outlines the Mountain Hawk West Master Plan area and an activity center and development node. The Comprehensive Plan has a goal to provide housing near gateways and transportation corridors due to an increasing population. The Mountain Hawk West is located Mariposa Parkway and Unser Boulevard, a highly utilized transportation corridor and designated gateway in the Comprehensive Plan. In addition, the Comprehensive Plan provides a variety of housing types and mixed-used residential developments to meet the needs of all members of the community. The requested ZMA is consistent with the goals and policies outlined by the Rio Rancho Comprehensive plan and recently approved Mountain Hawk West Master Plan.

4. The applicant must demonstrate the existing zoning is inappropriate because:

a) The existing zoning is inappropriate because there was a judgment mistake in the original zoning.

c) A different use category is more advantageous to the community, as articulated in the Comprehensive Plan.

Applicant response: The proposed ZMA is more advantageous to the community, as articulated in the Comprehensive Plan as demonstrated in section one, two and three above. The applicant is requesting an amendment to the zoning to match the recently approved Mountain Hawk West Master Plan.

(E) The cost of land or other economic considerations pertaining to the applicant shall not be the determining factor for a change of zone.

Applicant response: The cost of land or other economic considerations are not the determining factor for this request. The request is to bring the zoning in alignment with the approved Mountain Hawk West Master Plan.

(F) Location on a collector or major street is not in itself sufficient justification of apartment, office, or commercial zoning.

Applicant response: Location on a major street is not the sole justification for this request. The request is to bring the zoning in alignment with the approved Mountain Hawk West Master Plan.

(G) A zone change request which would give a zone different from surrounding zoning to one small area, especially when only one premise is involved, is generally called a "spot zone." Such a change of zone may be approved when:

(1) The change will clearly facilitate realization of the Comprehensive Plan and any applicable adopted sector development plan or area development plan; or

(2) The area of the proposed zone change is different from surrounding land because it could function as a transition between adjacent zones; because the site is not suitable for the uses allowed in any adjacent zone due to topography, traffic, or special adverse land uses nearby; or because the nature of structures already on the premises makes the site unsuitable for the uses allowed in any adjacent zone.

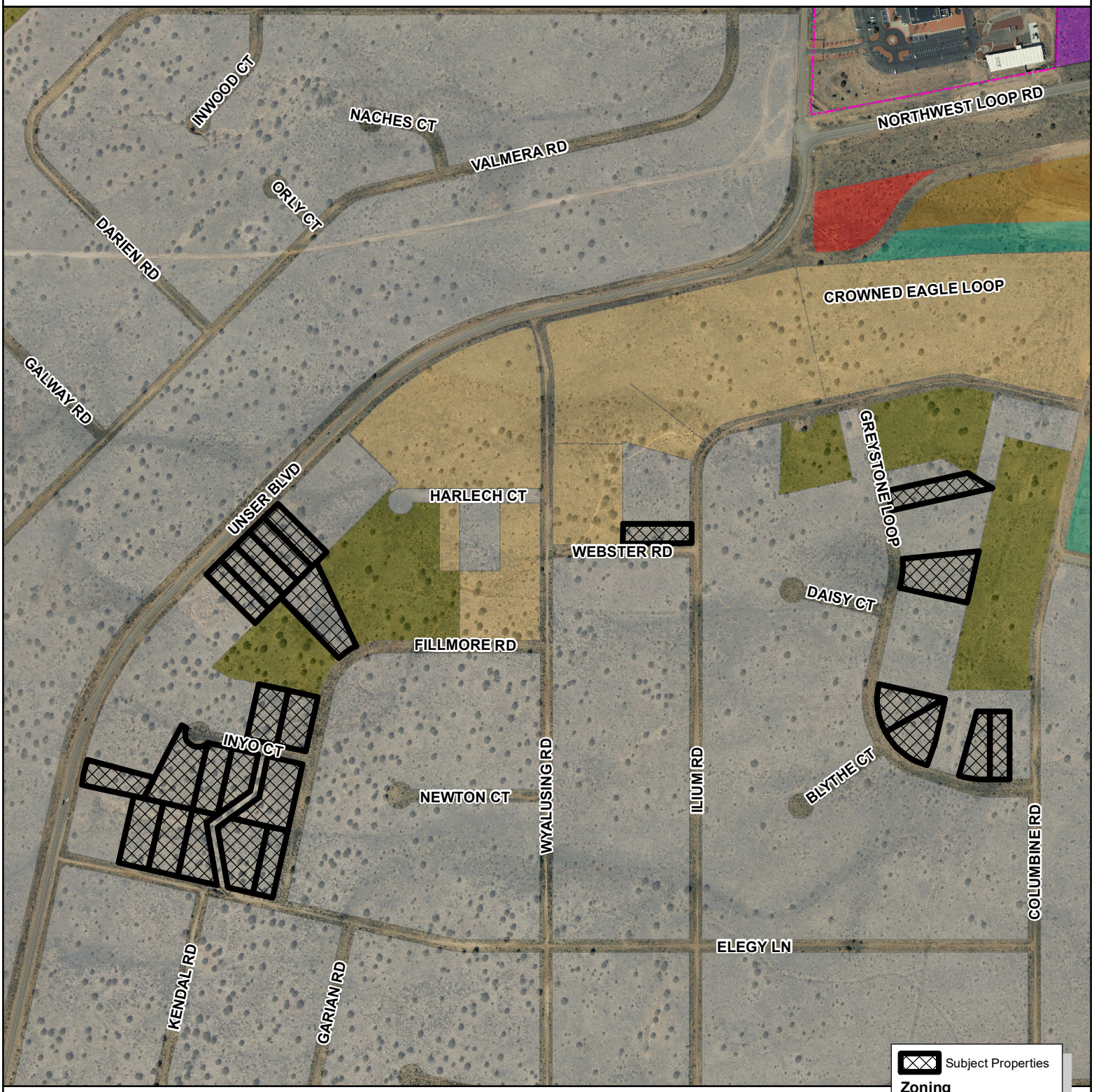
Applicant response: The requested zone change will not create a spot zone. The request is to bring the zoning in alignment with the approved Mountain Hawk West Master Plan. The requested change will also accomplish the Vision of Growth in Section 1 and the goals set forth in Section 6 of the Comprehensive Plan.

We respectfully request that the Rio Rancho Planning and Zoning Board and Governing Body approve this request for a zone map amendment.

Sincerely,

Jarrod Likar, PE
AMREP Southwest, Inc.
Vice President-Land Development

ZONE MAP AMENDMENT
MOUNTAIN HAWK WEST



Subject Properties

Zoning

- C-1
- M-1
- R-3
- R-4
- R-6
- SU
- TZ

0 500 1,000 2,000
Feet

N
W E
S

Rio Rancho
City of Vision

GIS
Moving Spatial Data Forward

DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

Map Created by Liz Ruiz Carlos on 07/26/2024

4. Proposed Land Use

The proposed developed land use will consist of low/medium residential use. A western portion of Block 149 will consist of R-4 Zoning while the remaining eastern portion will consist of R-3 zoning. All of Block 150 within the plan area will consists of R-3 Zoning. A portion of Block 27 within the plan area and all of Block 28 will consist of R-4 Zoning. These proposed zonings and land uses would remain consistent with the adjacent Mountain Hawk Estates area being medium density residential. The proposed land use can be seen on *Figure 4: Proposed Land Use Map*.

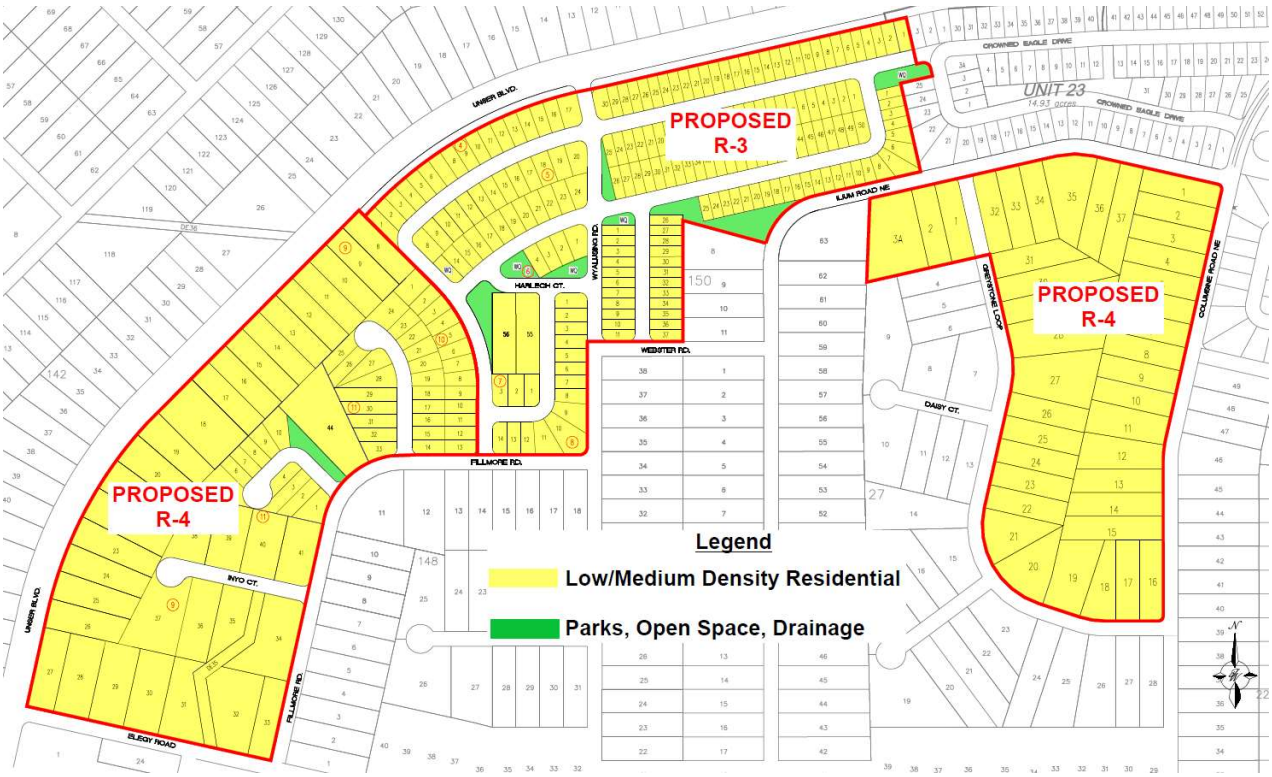


Figure 4: Proposed Land Use Map

5. Development Guidelines

Development guidelines for any and all design elements throughout Mountain Hawk West will follow the City of Rio Rancho standard guidelines that can be found in the *Development Process Manual.* Any design elements for main entries and signage shall all be conforming in materials and style throughout the master plan to be unique to Mountain Hawk West.

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

August 22, 2024

RE: Zone Map Amendment
Case No. 24-100-00007
Mountain Hawk West (Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30; Unit 25, Block 149, Lots 13-17, 26, 29-37, 40, 41, 44; Unit 25, Block 150, Lot 11)

Dear Property Owner:

You are receiving this certified notice because your property abuts a site where a land development decision is required by the Governing Body.

The applicant, AMREP Southwest, Inc., requests approval of a Zone Map Amendment for the lots legally described as: Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30 and Unit 25, Block 149, Lots 13-17, 26, 29-37, 40, 41, 44, from TZ to R-4. The applicant also requests a Zone Map Amendment for Unit 25, Block 150, Lot 11, from TZ to R-3. The subject properties total 17.12 acres.

The **Governing Body** will consider the request on **Thursday, September 12, 2024** at 6:00 pm in the **Council Chambers** and **Virtually** as a hybrid meeting, through the **Zoom link and number below.**

On the back of this letter is a location map of the project, with the subject property identified with the black outline.

If you would like to comment on this application, you are encouraged to send in comments in writing, which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website www.rrnm.gov or on Sparklight cable channel 56.

For the **Governing Body Meeting**, to participate virtually: Join via computer: https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGVOczF4MDN0UT09 Meeting ID: 853 0235 3741 Passcode: **789419** Join via phone: 1-346-248-7799 US

Please do not hesitate to contact me via e-mail me at lruizcarlos@rrnm.gov or call me at 505-896-8785, if you have any questions concerning this matter. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, the Friday before the hearing.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Please contact the City Clerk if a summary or other type of accessible format is needed.

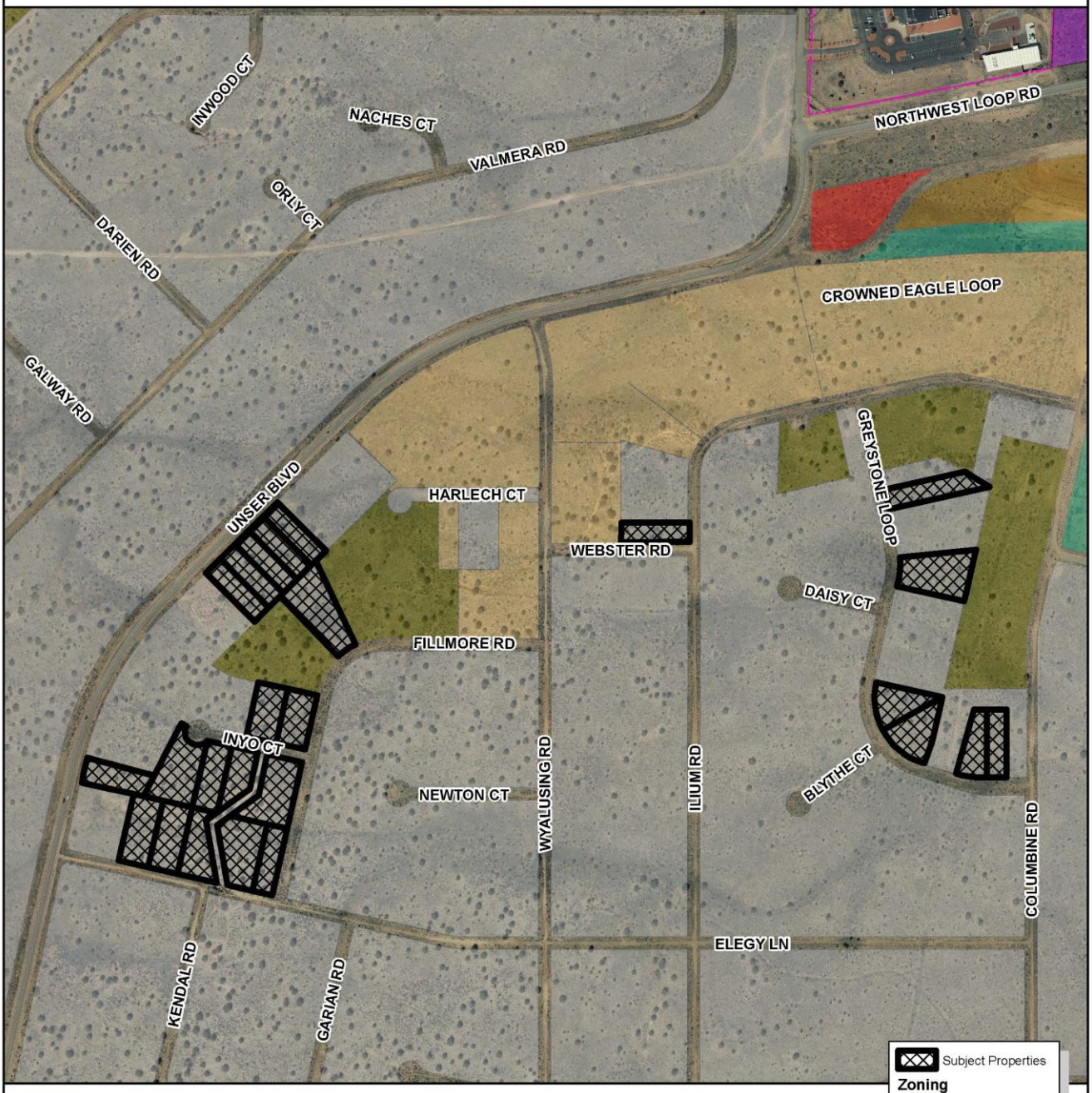
Respectfully,

Liz Ruiz Carlos
Municipal Planner II
Development Services Department
City of Rio Rancho

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

ZONE MAP AMENDMENT
MOUNTAIN HAWK WEST



DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

Map Created by Liz Ruiz Carlos on 07/26/2024

NOTICE MAP:

- - FIRST CLASS MAIL TO OWNERS, AND PROPERTIES WITHIN 100FT

NEW MEXICO'S LEADING NEWS SOURCE

ALBUQUERQUE JOURNAL

El Defensor Chieftain | Rio Rancho Observer | Valencia County News-Bulletin

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

Proof of Ad 08/23/2024

Account:	**1010956**
Name:	**CITY OF RIO RANCHO**
Company:	**CITY OF RIO RANCHO ATTN: ACCOUNTS PAYABLE**
Address:	**3200 CIVIC CENTER CIR NE RIO RANCHO, NM 87144**
Telephone:	**(505)891-5005**

Ad ID:	**95170**
Description:	
Run Dates:	**08/28/2024 - 08/28/2024**
Class:	**3001**
Orig User:	**dmontoya**
Words:	**257**
Lines:	**66**
Agate Lines:	**97**
Depth:	**6.92**
Blind Box:	

Total Ad Cost **$87.09**
Amount Paid **$0.00**

Publication	Start	Stop	Inserts	Cost
Albuquerque Journal	08/28/2024	08/28/2024	1	80.92

RRnewRancho
City of Vision

CITY OF RIO RANCHO
PUBLIC HEARING NOTICE

The GOVERNING BODY of the CITY of RIO RANCHO will consider the following matters at its regularly scheduled meeting at 6:00 p.m. on Thursday, September 12, 2024:

Site Plan
Case #24-160-00004
The applicants, Antoine Center Partners, LP, through their agent, Bradley B. Jones., are requesting a site plan approval for a proposed coffee restaurant/café on the existing pad site of a property legally described as Plaza Rio, Lot A, and addressed as 1000 Golf Course Rd SE. The property is zoned SU: Special Use for Limited C-1 Uses and is approximately 1.39 acres.

Zone Map Amendment
Case #24-100-00007
The applicant, AMREP Southwest, Inc., requests approval of a Zone Map Amendment for the lots legally described as: Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30 and Unit 25, Block 149, Lots 13-77, 26, 29-37, 40, 41, 44, from TZ to R-4. The applicant also requests a Zone Map Amendment for Unit 25, Block 150, Lot 11, from TZ to R-3. The subject properties total 17.12 acres.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at www.rrnm.gov. Materials related to these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to planning@rrnm.gov. Written comments will be inserted into the public record.

Journal: August 28, 2024

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D33

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Development Services

SUBJECT:
D33, Site Plan Approval for a Proposed Coffee Restaurant/Cafe on the Existing Pad Site of a Property Legally Described as Plaza Rio, Lot A

BACKGROUND AND ANALYSIS:
The subject property is legally described as Plaza Rio, Lot A, and consists of approximately 1.39 acres. It is zoned SU: Special Use for limited C-1 uses per Ordinance No. 24, Enactment No. 18-22. Permissive uses include restaurants and breweries, including outdoor seating provided outdoor seating is 75 feet away from any residential zone.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:
The Rio Rancho Code of Ordinances (R.O. 2003) §154.43 (3) requires “All SU zoned property must have a site plan approved by the Governing Body. The site plan may accompany the application for a change in zoning designation or may be submitted for approval at a later date. Approval of the site plan must be obtained prior to any development of the property.” Pursuant to the criteria provided by R.O. 2003 § 154.43 (3)(a) through (3)(j), the site plan, at a minimum, shall contain the following:

a. Scale and north arrow; criteria is satisfied.
b. Lot boundaries and easements; A 10 ft Public Utility Easement runs along the north and west ends of the property. A 24 foot sanitary waster and sewer easement exists at the east and south end of the property along with 30 foot access easement.
c. Existing and proposed utilities; criteria is satisfied.
d. Existing and proposed rights-of-way; criteria is satisfied.
e. Proposed structure with uses, dimension, and setbacks; Building setbacks shall be 15 feet from the right-of-way of Southern Boulevard, in compliance with the SU Ordinance; criteria is satisfied.
f. Proposed ingress, egress, parking, and circulation; Access off of Golf Course Road is already established at this site and a drive through is proposed. Off- street parking shall be guided by the regulations set forth in §154.76 (A)(1), which states a restaurant, bar requires 1 space for every 4 seats or 1 per 100 square feet, whichever is greater. 55 spaces are required for whole site, and 68 spaces are provided, with six being ADA accessible. This requirement may change depending on the amount of seating proposed; criteria is satisfied.
g. Landscaping and landscape buffers; Per Chapter 154.61 B(3), landscaping shall comprise 10% of the site with 25% located in the front setback. This property already has the required landscaping in place and the site plan shows that additional landscaping will be added on the pad site; criteria is satisfied.
h. Elevations; The building height will be 18 feet, in compliance with the SU Ordinance. The Ordinance also states that no plain concrete block or metal buildings shall be allowed; criteria is satisfied.

i. Adjacent property characteristics; Properties to the east and south are zoned SU per the same Ordinance as the subject property. The property to the west is zoned C-1: Retail Commercial and the properties to the north, across Southern Blvd. are zoned R-3: Mixed Residential.
j. Preliminary drainage plan; A grading and drainage plan/ report and an erosion control plan are required with future development, and must conform to any currently approved master drainage plan for this area; criteria is satisfied.

NOTIFICATIONS:
Adjacent property owners were notified of this hearing by certified mail. A notice sign was posted on the property on September 5, 2024. A legal notice was published in the August 23, 2024 edition of the Albuquerque Journal for the Governing Body meeting. All legal notification requirements for this project have been met.

INTERDEPARTMENTAL/INTERAGENCY REVIEW:

Reviewing Agency	Received Application for Review	Comments
DSD Planning and Zoning	X	Comments provided in this document
DSD Engineering	X	No adverse comments
Rio Rancho Public Schools	X	No comments provided
Fire and Rescue	X	Comments attached
Police Department	X	No comments provided
SSCAFCA	X	No adverse comments
MRCOG	X	No comments provided
Parks, Recreation and Community Services	X	No adverse comments

IMPACT:
The Development Services Department recommends the Governing Body approve the applicant's request for a site plan approval with the following findings of fact and conditions of approval.

GENERAL FINDINGS:
1. R.O. 2003 Section 154.43 (3) requires site plan approval by the Governing Body;
2. The applicant has the authority to apply for site plan approval;
3. The applicant and adjacent property owners received due process as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS AND CONDITIONS OF APPROVAL:
1. The subject property is zoned SU: Special Use District by Ordinance No. 24, Enactment No. 18-22. The SU: Special Use zoning designation requires that a site plan be reviewed and approved by the Governing Body.
2. The site plan conforms to the Rio Rancho Code of Ordinances (R.O. 2003) Section 154.43.
3. Development of the site will conform to all City ordinances, standards, and specifications.
4. The review and subsequent building permit applications will ensure conformance to the approved Site Plan and City ordinances, standards, and specifications.
5. The signage of the development shall adhere to the Sign Code Ordinance.
6. The applicant shall address all of the Site Plan reviewer comments.
7. A grading and drainage plan/ report and an erosion control plan are required with future development, and must conform to any currently approved master drainage plan for this area.
8. The Director of the Development Services Department may approve minor changes to this site plan if the changes are consistent with the use and other written requirements and/or conditions of

approval, if the buildings are the same general configuration, if the total square footage is not greater than 10% of the approved plan, the site circulation is similar in its effect on adjacent property or streets, and the approving official finds that neither the City nor any person will be substantially aggrieved by the altered site plan.

9. This approval is valid for a period of three years from date of approval, in which time a building permit for the proposed structures must be applied for and issued, remain active, and the authorized construction shall be started and diligently pursued to completion without cessation of 30 days.

ALTERNATIVES:

1. The Governing Body may approve the site plan.
2. The Governing Body may deny the site plan.
3. The Governing Body may modify the site plan request and approve such modifications.
4. The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:

The Development Services Department recommends the Governing Body approve the applicant's request for site plan approval with findings and conditions.

ATTACHMENT: Application
ATTACHMENT: Beans and Brews Site Plan
ATTACHMENT: Zoning, Location
ATTACHMENT: Project Plans
ATTACHMENT: Rendering
ATTACHMENT: Notices
ATTACHMENT: Staff Comments

Rio Rancho
City of Vision

Development Services Department, Ste. 130
3200 Civic Center Circle NE, Rio Rancho, NM 87144
(505) 891-5005

PLANNING & ZONING LAND USE APPLICATION

Please check appropriate box

Administrative Permit	Plan	Subdivision	Zoning
☐ Community Residential Care Facility	☐ Comprehensive Plan Amendment	☐ Final Plat	☐ Annexation
☐ Development Review Committee (DRC)	☐ Corridor Plan Amendment	☐ Preliminary Plat	☐ Appeal
☐ Home Occupation	☐ Master Plan	☐ Summary Plat	☐ Conditional Use Permit
☐ Model Home / Sales Office	☐ Master Plan Amendment	☐ Vacation of Plat/Street	☐ Master Sign Plan
☐ Residential Child Care Facility 6 or <	☐ Specific Area Plan Amendment	☐ Street Name Change	☑ Site Plan
☐ Sign Permit	☐ Text Amendment	☐ Subdivision Interpretation	☐ Special Exception
☐ Other		☐ Subdivision Variance	☐ Variance
			☐ Zone Map Amendment
			☐ Zoning Certification
			☐ Zoning Interpretation

Please Print In Ink Only or Type
Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.

APPLICANT/AGENT INFORMATION

Applicant Name: Antaine Center Partners, L.P.		Phone: 713-907-4860
Address: 5951 Jefferson Street NE, Suite A		E-Mail: bjones@corinthianre.com
City: Albequerque	State: NM	Zip: 87109
Proprietary Interest: Owner	List Owners: See above	
Deed or Ownership Verification Provided: (Initials) Copy of Deed		Letter of Authorization Provided: (Initials)
Agent Name: Bradley B. Jones		Phone: 713-907-4860
Address: See above		E-Mail: See above
City:	State:	ZIP Code:

DESCRIPTION OF REQUEST: (PLEASE ADD ADDITIONAL SHEET(S) IF NECESSARY)

Approval of a new building on an existing Pad-Site on the Plaza property for a restaurant/cafe.

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit :	Block(s):	Lot(s): Lot A/Plaza Rio
Existing Zoning: Special Use for limited C-1 Uses	Proposed Zoning:	
No. of existing lots:	No. of proposed lots:	Total area of site (acres)

ACKNOWLEDGEMENT

I hereby acknowledge that I have read this entire application and affirm that all information provided is correct. I agree to comply with the requirements of the City of Rio Rancho as outlined in all applicable laws, ordinances and regulations.

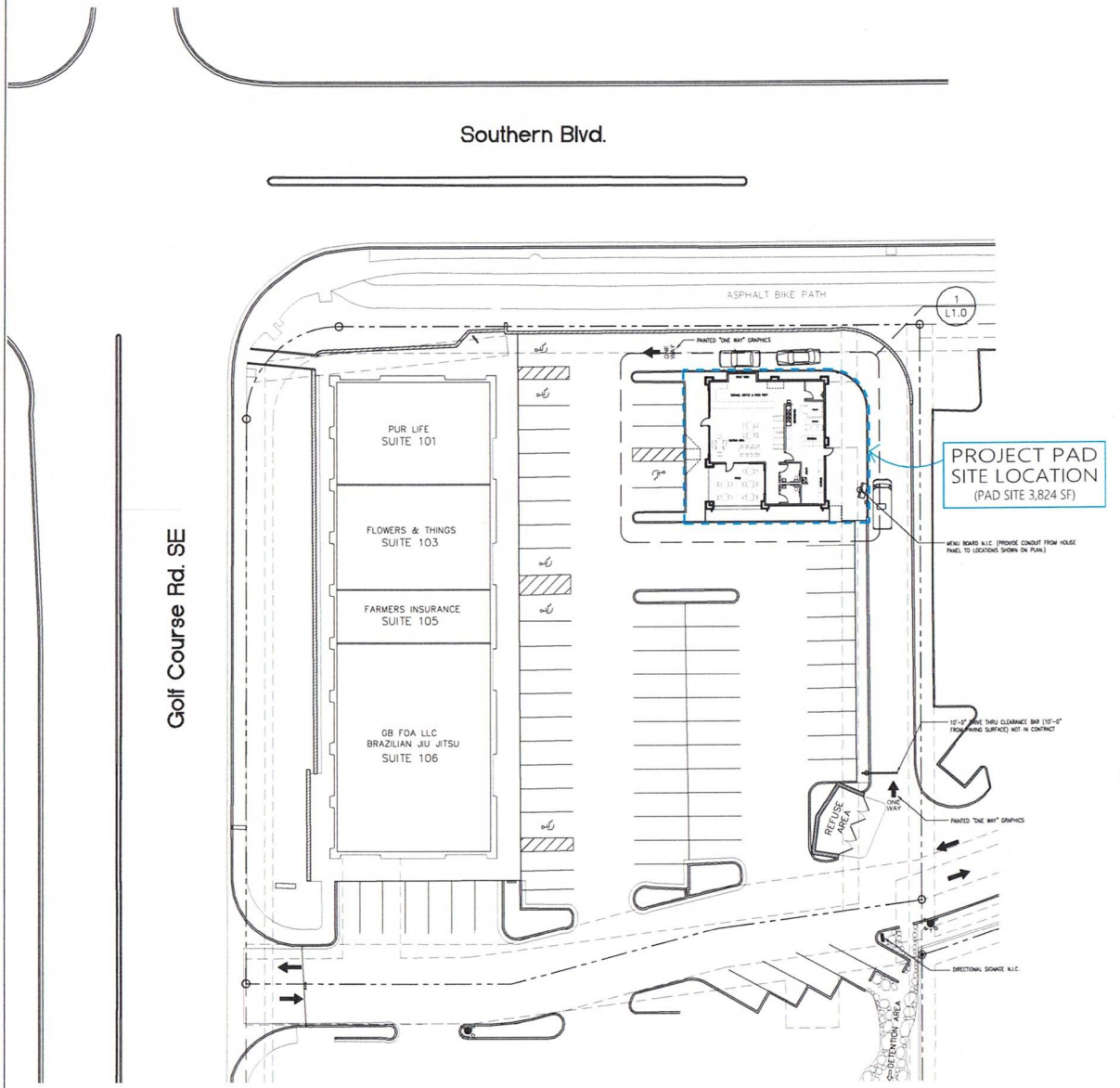
Print Name: Bradley B. Jones	Applicant: See above	Agent: Bradley B. Jones
Signature: President		Date: August 1, 2024

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #
24-160-00004		

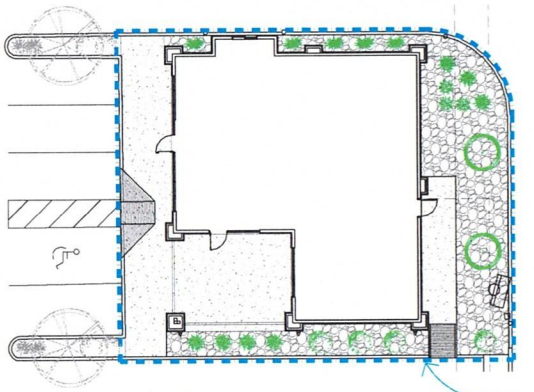
APPLICATION ACCEPTED BY: Michelle Costilla **DATE:** 8/1/24

Form revised January 26, 2017



N

2 L1.0 SITE PLAN
SCALE: 1/20"=1'-0"



1 L1.0 LANDSCAPE PLAN
SCALE: 1/10"=1'-0"

GENERAL DATA & CODE DATA

SCOPE OF WORK:

NEW RESTAURANT ON AN EXISTING PAD SITE.
THERE WILL BE NO CHANGE TO EXISTING GRADES

OCCUPANCY & CALULATIONS:

NEW OCCUPANCY GROUP A-2 - RESTAURANT
INTERIOR LEASE AREA 1,798 S.F. - UNSPRINKLERED
ASSEMBLY -UNCONCENTRATED TABLES AND CHAIRS- 600 SF/15 NET = 40 OCCUPANTS
KITCHEN - 470 SF/200 GROSS = 2.35 = 3 OCCUPANTS
STORAGE AREAS, UTILITY - 426 SF/300 GROSS = 1.42 = 2 OCCUPANTS
BUSINESS AREA - OFFICE - 82 SF/ 150 GROSS = .41 = 1 OCCUPANTS
BUSINESS AREA - RESTROOM AND HALL - 200 SF/ 150 GROSS = 1.3 = 2 OCCUPANTS
OCCUPANT LOAD - 48 OCCUPANTS

LANDSCAPE LEGEND

SYMBOL	SCIENTIFIC NAME COMMON NAME	SIZE	WATER USE
	KOELREUTERIA GOLDEN RAIN TREE	EXISTING	MEDIUM
	RHUS AROMATICA GRO LOW SUMAC	EXISTING	LOW
	ERICAMERIA LARICIFOLIA "AGUIRRE" TURPENTINE BUSH	EXISTING	LOW
	CONCRETE	NEW	
	LANDSCAPING ROCK ON EXISTING SELECT FILL	NEW	
	FORESTIERA NEOMEXICANA NEW MEXICO OLIVE	5-GALLON	MEDIUM
	RHUS AROMATICA GRO LOW SUMAC	1-GALLON	LOW+
	ERICAMERIA LARICIFOLIA "AGUIRRE" TURPENTINE BUSH	1-GALLON	LOW+
	NOLINA MICROCARPA BEAR GRASS	1-GALLON	LOW+
	CALAMAGROSTIS ACUTIFLORA KARL FOERSTER FEATHER REED GRASS	1-GALLON	MEDIUM

Beans & Brews
COFFEE HOUSE

PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
RIO RANCHO, NM 87124

ARCHITECTURAL IDEOLOGY
4026 PORTSMOUTH AVE
HOUSTON, TEXAS 77027
(713) 454-9513

REVISIONS

SEAL

FOR REVIEW NOT FOR CONSTRUCTION

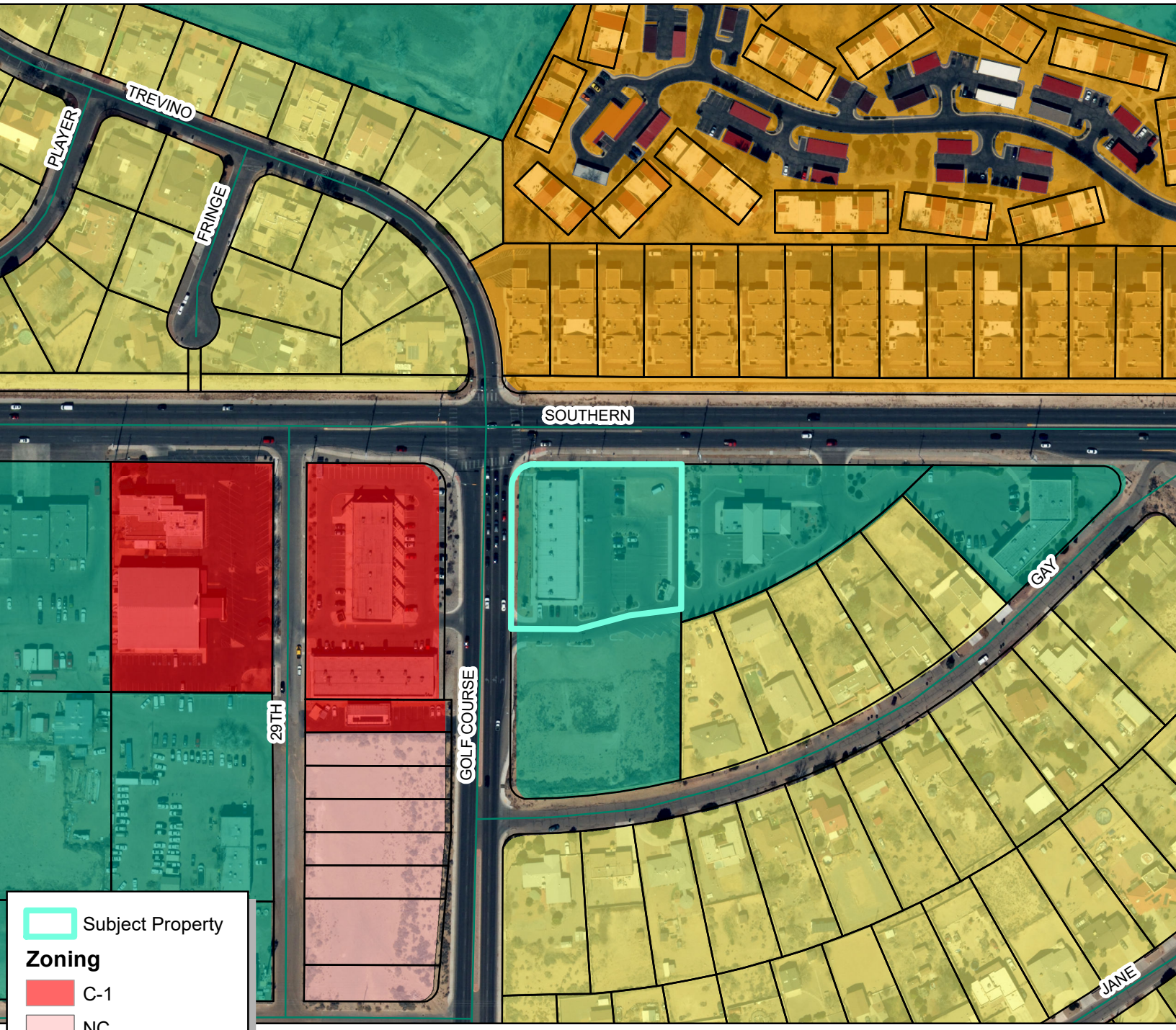
Job Number: CORO1NM.24
Issued for: PERMIT & CONSTRUCTION

LANDSCAPE & SITE PLAN

Issue Date: MAY 2024

L1.0

PLAZA RIO, LOT A



GIS
Moving Spatial Data Forward

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Rio Rancho
City of Vision

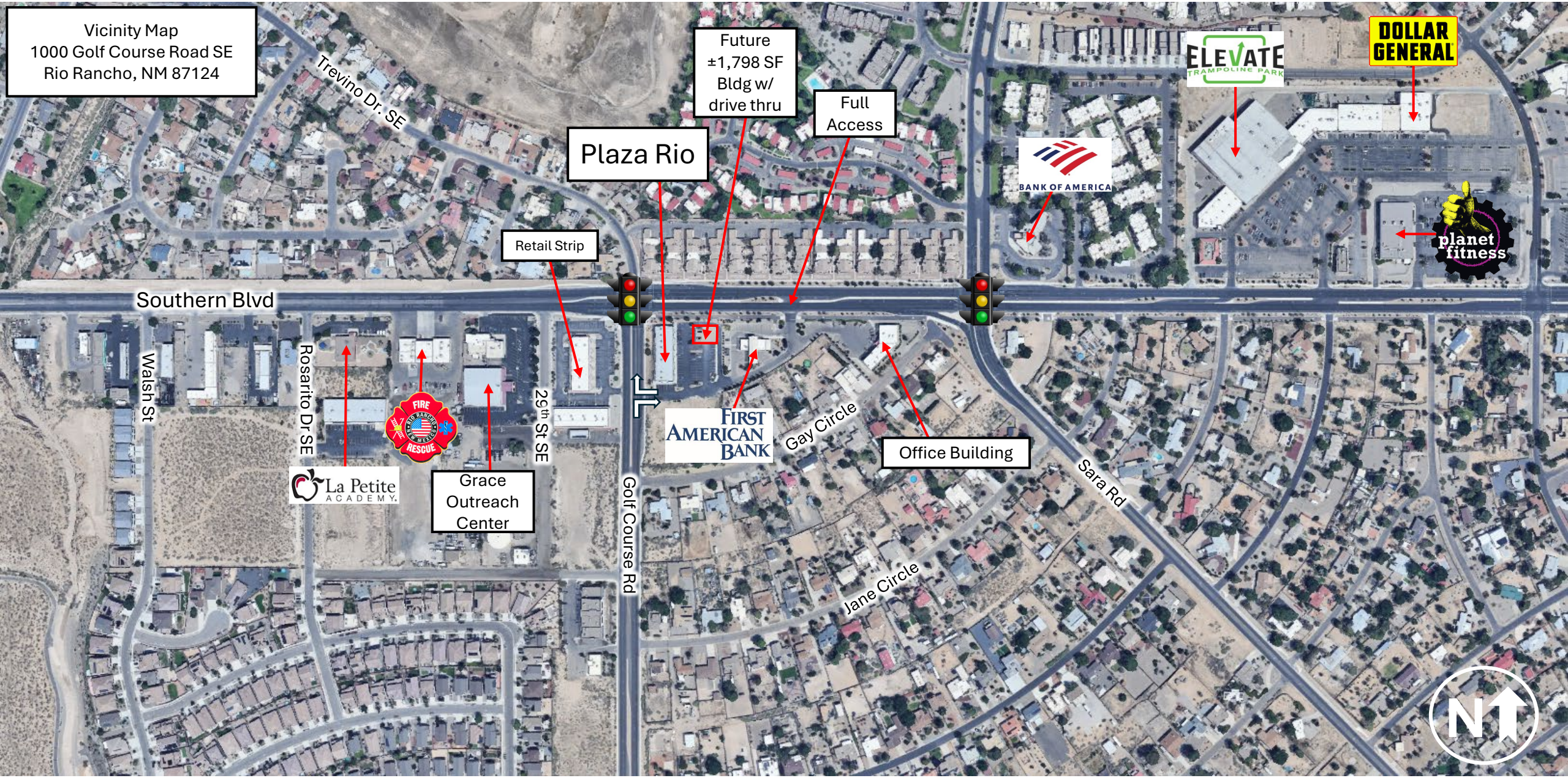
DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

0 190 380 760
Feet

Map created by: Michelle Costilla 8/23/2024

DOCUMENTATION SUPPORTING THE APPLICATION BY THE OWNER OF PLAZA RIO FOR THE CONSTRUCTION OF A "BEANS & BREWS" CAFE / RESTAURANT

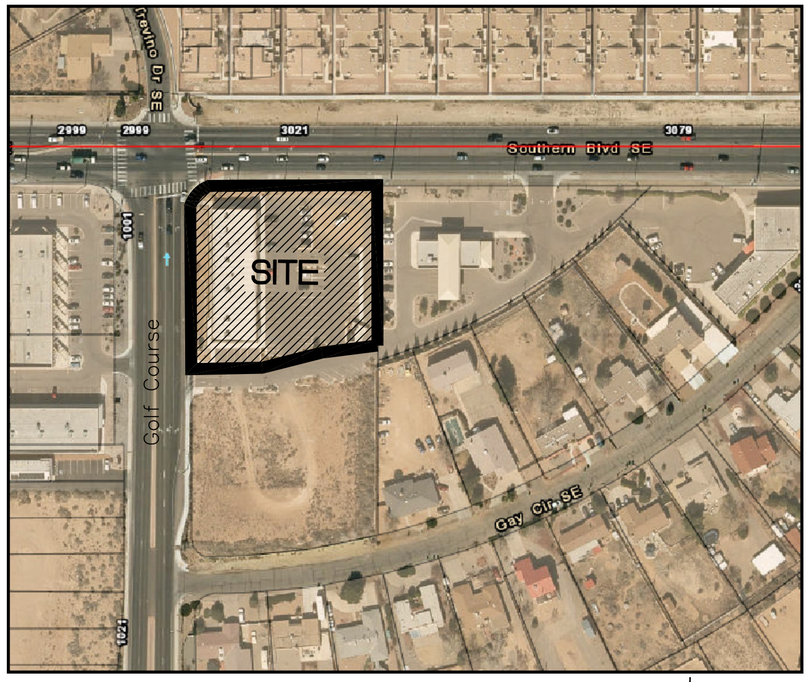
Prepared by
Bradley Jones
Owner
Antoine Center GP, LLC


Vicinity Map
1000 Golf Course Road SE
Rio Rancho, NM 87124
Trevino Dr. SE
Future ±1,798 SF Bldg w/ drive thru
Full Access
Plaza Rio
Retail Strip
ELEVATE TRAMPOLINE PARK
DOLLAR GENERAL
BANK OF AMERICA
planet fitness
Southern Blvd
Walsh St
Rosarito Dr SE
29th St SE
Golf Course Rd
FIRST AMERICAN BANK
Gay Circle
Office Building
Sara Rd
Jane Circle
La Petite ACADEMY
Grace Outreach Center
FIRE RESCUE
N

Aerial View of Property with Pad Site
Pad Site

Aerial View of Property with Pad Site

Aerial View of Property with Pad Site
Pad Site
ONLY
ONLY



Vicinity Map

N.T.S.

Exceptions 9-20

9 RESERVATIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED IN BOOK DR2, PAGE 396, RE-RECORDED IN BOOK MISC. 23, PAGE 83, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-BLANKET IN NATURE

10 RESTRICTIVE COVENANTS RECORDED DECEMBER 5, 1961 IN BOOK MISC. 12, PAGE 517 AND RECORDED AUGUST 17, 1964 IN BOOK MISC. 14, PAGE 603, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-BLANKET IN NATURE

(11) EASEMENTS AND NOTES AS SHOWN, NOTED AND PROVIDED FOR ON THE AMENDED PLAT RECORDED MAY 26, 1964 IN RIO RANCHO ESTATES PLAT BOOK NO. 1, PAGE 42-A; AMENDED BY WAIVER AND RELEASE OF EASEMENT RECORDED NOVEMBER 16, 1998 IN BOOK MISC. 225, PAGE 319 AS DOCUMENT NO. 28201, RE-RECORDED FEBRUARY 9, 1989 IN BOOK MISC. 228, PAGE 177 AS DOCUMENT NO. 31686 AND RECORDED FEBRUARY 2, 1989 IN BOOK MISC. 227, PAGE 996 AS DOCUMENT NO. 31425, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-SHOWN HEREON AS [7] AND [9]

12 RESERVATIONS CONTAINED IN THE WARRANTY DEEDS RECORDED JULY 5, 1970 IN BOOK DR 31, PAGE 366 AS DOCUMENT NO. 33036 AND RECORDED MAY 1, 1987 IN BOOK DR 148, PAGE 831 AS DOCUMENT NO. 988 AND IN BOOK DR 148, PAGE 832 AS DOCUMENT NO. 989, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-BLANKET IN NATURE

(13) EASEMENTS AND NOTES AS SHOWN, NOTED AND PROVIDED FOR ON THE SUMMARY PLAT RECORDED AUGUST 10, 2000 IN VOL. 3, FOLIO 1994-B, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-SHOWN HEREON AS [1]

14 DECLARATION OF NON-DISTURBANCE RECORDED NOVEMBER 2, 2005 IN BOOK 408, PAGE 45574 AS DOCUMENT NO. 200545574, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
NOT SURVEY RELATED

(15) GRANT OF DRAINAGE EASEMENT RECORDED NOVEMBER 4, 2005 IN BOOK 408, PAGE 45851 AS DOCUMENT NO. 200545851, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
DOES NOT AFFECT SUBJECT PROPERTY-VACATED BY PLAT (VOL. 3, FOL. 3127)

(16) RECIPROCAL ACCESS EASEMENT AGREEMENT RECORDED JUNE 7, 2007 IN BOOK 410, PAGE 23517 AS DOCUMENT NO. 200723517, RECORDS OF SANDOVAL COUNTY, NEW MEXICO. **AFFECTS SUBJECT PROPERTY-WHILE NO DIMENSIONS WERE PROVIDED TO ACCURATELY MAP, IT APPEARS TO BE IN THE SAME LOCATIONS AS EASEMENTS [5] AND [10] -SHOWN HEREON AS [15]**

(17) UNDERGROUND EASEMENT, AND RIGHTS INCIDENT THERETO, IN FAVOR OF PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED FEBRUARY 5, 2008 IN BOOK 411, PAGE 4816 AS DOCUMENT NO. 200804816, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-SHOWN HEREON AS [16]

(18) EASEMENTS AND NOTES AS SHOWN, NOTED AND PROVIDED FOR ON THE SUMMARY PLAT RECORDED MAY 15, 2008 IN VOL. 3, FOLIO 2924-B, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-SHOWN HEREON AS [5] [6] [10] AND [11]

Indexing Information

Section 25, Township 12 North, Range 2 East, N.M.P.M.
as Projected into the Town of Alameda Grant
Subdivision: Rio Rancho Estates Unit 16
Owner: Plaza Rio LLC
UPC # 1012068436341

Record and Measured Legal Description

LOT LETTERED "A" OF PLAZA RIO, BEING A REPLAT OF LOTS 1-A-1 AND 2-A-1 BLOCK 40 RIO RANCHO ESTATES, UNIT 16, CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE SUMMARY PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO, ON NOVEMBER 9, 2009, IN VOL. 3, FOLIO 3127.

Zoning Notes

While no report was provided, we obtained zoning information via the City of Rio Rancho Official Website, http://www.sandovalcountynm.gov, (505)891-5000 on July 3, 2017, the subject property is zoned "SU" (Special Use) With C-1 (Urban Commercial District) Uses City of Rio Rancho District and is subject to the following conditions:
Front Setback: None, however the maximum setback permitted shall be ten (10)feet-for landscaping and similar uses.
Side Setback: None
Rear Setback: None
Bulk Restrictions: None Specified
Height Restrictions: Maximum height is three (3) stories
Width Restrictions: For the purposes of regulating the division of existing storefronts, no minimum storefront width shall apply. A Storefront is the primary (front facade) and secondary (rear/slide facade) building entrance where access is taken from a public street, alley, public or private parking lot, or pedestrian mall/arcade or passage.

*This zone district accommodates developments that require special consideration because of their magnitude, unusual nature, infrequent operations, questionable impact on surrounding property, or other similar reason. The boundaries of this district shall be determined on a case-by-case basis following amendment procedures provided in Section 19 of this Ordinance. Special conditions may be imposed by the County Board following recommendation by the Zoning Commission. The County Board may not grant a Zone Map Amendment for establishment of a Special Use District unless satisfactory provisions have been made:
1. To assure that compatibility of property uses shall be maintained in the general area;
2. To preserve the integrity and character of the area in which the Special Use District will be located, and the utility and value of property in the Special Use District and in adjacent zone districts; and
3. To assure that the Special Use District will not become detrimental to the public health, safety, or general welfare of the County.
4. To assure that the Special Use District will not conflict with the Sandoval County Comprehensive Plan or any other applicable land use plans adopted by the County.

Required Parking Spaces: 4 spaces/1,000 sf of gross usable area (45 required)

Regular: 62
Handicapped: 6
Total: 68

Because there may be a need for interpretation of the applicable zoning codes, we refer you to the City of Rio Rancho, New Mexico and the applicable zoning codes.

Documents

1. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, HAVING FILE NO. 1706059 AND AN EFFECTIVE DATE OF JULY 31, 2017.

2. PLAT OF RECORD FILED IN THE SANDOVAL COUNTY CLERK'S OFFICE ON MAY 15, 2008 IN BOOK 411, PAGE 16241.

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP DATED MARCH 18, 2008, MAP NO. 35043C2106D.

Exceptions 9-20 cont'd

(19) EASEMENTS AND NOTES AS SHOWN, NOTED AND PROVIDED FOR ON THE SUMMARY PLAT RECORDED NOVEMBER 9, 2009 IN VOL. 3, FOLIO 3127, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-SHOWN HEREON AS [12] AND [13]

(20) SHARED PARKING LICENSE AGREEMENT RECORDED OCTOBER 28, 2009 IN BOOK 412, PAGE 31257 AS DOCUMENT NO. 2009031257, RECORDS OF SANDOVAL COUNTY, NEW MEXICO.
AFFECTS SUBJECT PROPERTY-BLANKET IN NATURE [17]

Boundary Survey
and
ALTA/NSPS Land Title Survey
for
Lot A
Plaza Rio

City of Rio Rancho
Sandoval County, New Mexico
September 2017

Notes

1. FIELD SURVEY PERFORMED IN JUNE 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES PLAT ENTITLED "SUMMARY PLAT LOTS 1-A-1, 2-A-1, 7-A-1 AND 9-A, BLOCK 40, RRE UNIT 16 (5/15/2008, VOL. 411, FOL. 16241, VOL. 3, FOL. 2924B).
4. NO EVIDENCE OBSERVED INDICATING RECENT EARTHWORK, BUILDING CONSTRUCTION OR ADDITIONS.
5. WITH REGARD TO UNDERGROUND UTILITY LOCATIONS, SOURCE INFORMATION FROM PLANS AND MARKINGS WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.iv. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, WHICH MAY AFFECT THIS SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
6. PARTY WALL IS DEFINED AS A WALL ERECTED ON A PROPERTY BOUNDARY AS A COMMON SUPPORT TO STRUCTURES ON BOTH SIDES, WHICH HAVE DIFFERENT OWNERSHIPS. THERE ARE NO PARTY WALLS ON THE SUBJECT PROPERTY.
7. PERTAINING TO THE OFFSITE EASEMENTS AND SERVITUDES (TABLE A OPTION 19). SEE DETAILS FOR EASEMENTS 5, 10, 13 & 16.
8. THE BUILDING SQUARE FOOTAGE IS BASED OFF EXTERIOR BLDG. MEASUREMENTS AT GROUND LEVEL.

Surveyor's Certificate

To: Antoine Center Partners, LP, a Texas limited partnership, Sandia Lab Federal Credit Union, Corinthian Real Estate, Inc. a Texas corporation, and/or assigns, Plaza Rio, LLC, a New Mexico limited liability company, and Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes 1-4, 6(a), 6(b), 7(a), 7(b1), 7(c), 8, 9, 10, 11 and 19 of Table A thereof. The Field Work was completed on June 28, 2017.

Will Plotner 9/5/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

Revisions: 7/7/17 Original
9/5/17 Revised to add underground utility lines, revise certification, add dimensions to dirt area, and reflect updated title commitment.

I, Will Plotner Jr., New Mexico Professional Surveyor No. 14271, do hereby certify that this boundary survey plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the minimum standards for surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico subdivision act and that this instrument is a boundary survey plat of an existing tract or tracts.

Will Plotner 9/5/17
Will Plotner Jr. Date
N.M.R.P.S. No. 14271

WILL W. PLOTNER JR. NEW MEXICO No. 14271 REGISTERED PROFESSIONAL SURVEYOR

CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244

Boundary Survey
and
ALTA/NSPS Land Title Survey
for
Lot A
Plaza Rio
City of Rio Rancho
Sandoval County, New Mexico
September 2017

Easement Notes

(13) 1 EXISTING 10' P.U.E (VOL. 3, FOL. 1994B, 8/10/2000)

2 INTENTIONALLY OMITTED

3 INTENTIONALLY OMITTED

4 INTENTIONALLY OMITTED

(18) 5 EXISTING 30' PRIVATE ACCESS EASEMENT BENEFITING LOTS 1A–1, 2A–1, 7–A1, AND 9–A (VOL. 411, FOL. 16241) (VOL. 3, FOLIO 2924B, 05/15/08)

(18) 6 EXISTING 30' WATERLINE AND SANITARY SEWER EASEMENT (VOL. 411, FOL. 16241) (VOL. 3, FOLIO 2924B, 05/15/08) SHOWN HEREON AS

(11) 7 EXISTING 20' OVERHANG EASEMENT (5/26/62, BK. 1, PG. 42A) PORTION AFFECTING SUBJECT PROPERTY RELEASED BY PNM PER DOCUMENT REFERENCED IN EXCEPTION 11

8 INTENTIONALLY OMITTED

(11) 9 EXISTING 5' UTILITY EASEMENT (5/26/64, BK. 1, PG. 42A)

(18) 10 EXISTING 26' PRIVATE ACCESS EASEMENT BENEFITTING LOTS 1A–1, 2A–1, 7–A1 AND 9–A (VOL. 411, FOL. 16241) (VOL. 3, FOLIO 2924, 05/15/08)

(18) 11 7' SIDEWALK EASEMENT (VOL. 411, FOL. 16241) (VOL. 3, FOLIO 2924B, 05/15/08)

(19) 12 EXISTING PUBLIC WATER AND SANITARY SEWER EASEMENT (11/9/09, VOL 3, FOLIO 3127).

(19) 13 EXISTING 30' PRIVATE ACCESS AND PUBLIC UTILITY BENEFITTING LOTS A & B, PLAZA RIO AND 7–A–1, BLOCK 40, RRE UNIT 16 (11/9/09, VOL. 3, FOLIO 3127).

14 INTENTIONALLY OMITTED

(16) 15 EXISTING APPROXIMATE LOCATION OF RECIPROCAL ACCESS EASEMENT (6/7/07, BOOK 410, PG 410, DOC. 200723517) LOCATION NOT DEFINED BUT APPEARS TO BE IN THE SAME LOCATION AS 10 AND 5

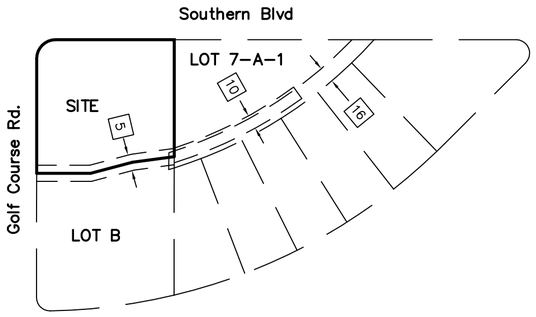
(17) 16 EXISTING PNM EASEMENT (2/5/08, BK. 411, PG. 4816)

(20) 17 SHARED PARKING LICENSE AGREEMENT (10/28/09, BK. 412, PG. 31257)

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	54.94'	35.00'	89°56'14"	49.47'	N 45°01'53" E

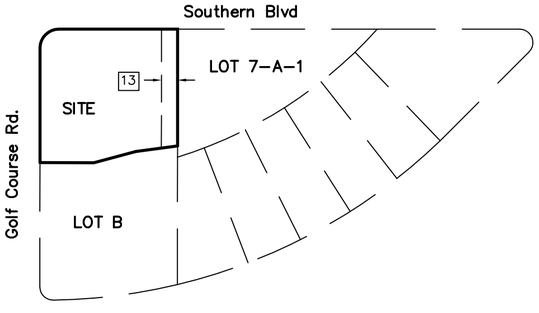
Detail for Easement 5, 10 & 16

1"=200'

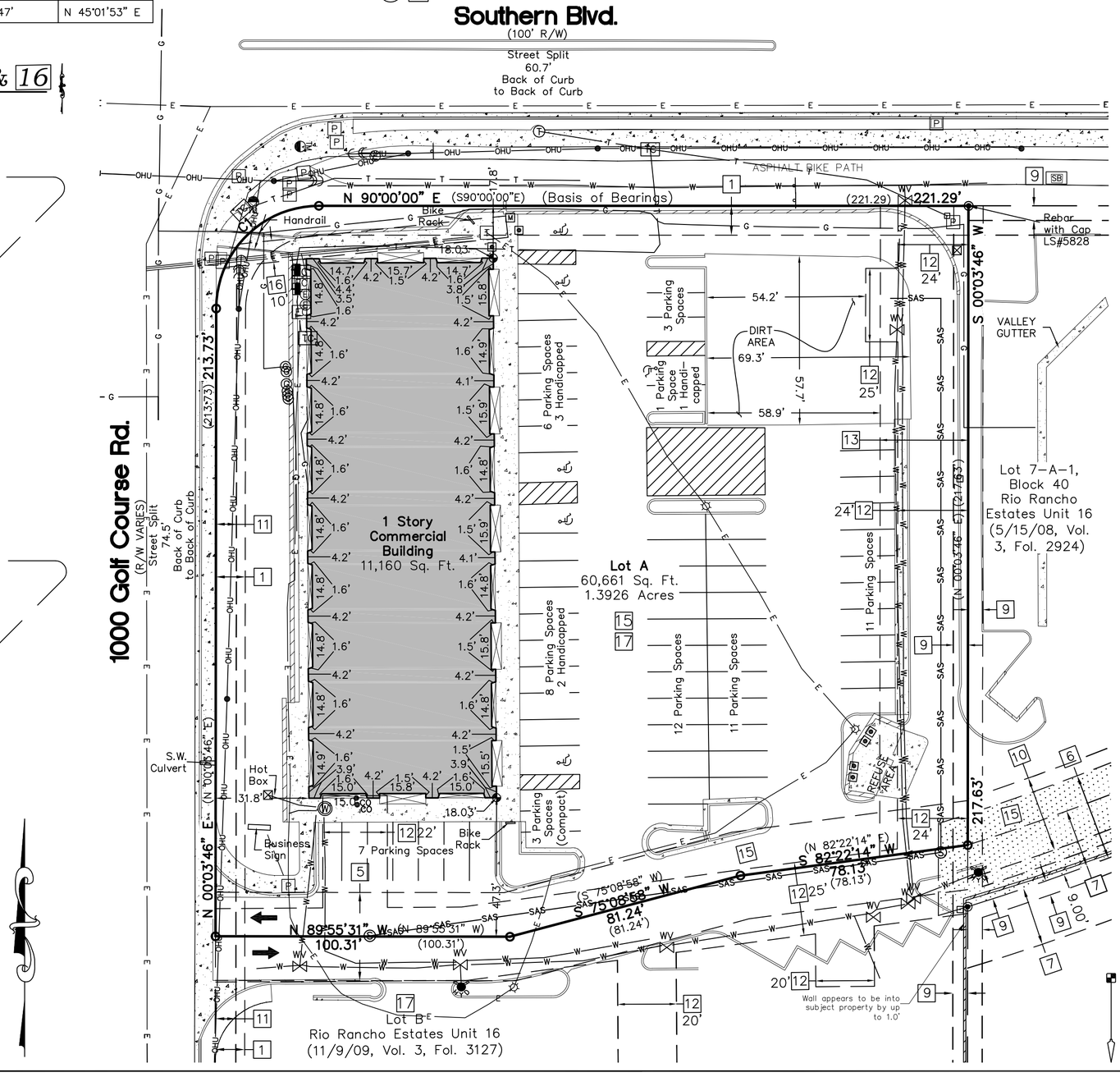


Detail for Easement 13

1"=200'



BAR SCALE
0 30' 60'
SCALE: 1" = 30'



Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (5/15/08, VOL. 3, FOL. 2924B)
	FOUND MONUMENT AS INDICATED
	SET BATHEY MARKER "LS 14271" OR PK NAIL "LS 14271" UNLESS OTHERWISE NOTED
	COVERED AREA
	CONCRETE
	METAL FENCE
	BLOCK WALL
	BOLLARD
	UTILITY PEDESTAL
OHU	OVERHEAD UTILITY LINE
E	UNDERGROUND ELECTRIC
	UTILITY POLE
	ANCHOR
P	PULL BOX
	LIGHT POLE
E	ELECTRIC METER
T	TRANSFORMER
EC	ELECTRIC CABINET
TM	TRAFFIC MAST
G	GAS METER
G	UNDERGROUND GAS
TC	TELEPHONE CABINET
T	TELEPHONE MANHOLE
WV	WATER VALVE
W	WATER METER
W	UNDERGROUND WATER LINE
	FIRE HYDRANT
M	MAILBOX
S	SANITARY SEWER MANHOLE
SAS	UNDERGROUND SANITARY SEWER
CO	SAS CLEANOUT
	IRRIGATION BOX
	STORM DRAIN INLET
OR	SIGN
	LOCATION OF BUILDING HEIGHT MEASUREMENT
E	UNDERGROUND TELEPHONE LINE
	CURB CUT/INDICATION OF ACCESS TO ROADWAY

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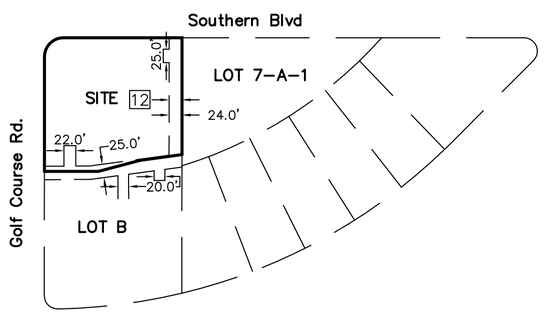
City of Rio Rancho
Sandoval County, New Mexico
September 2017

Detail for Easement 12

1"=200'



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September 2017

Easement Notes

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[2] INTENTIONALLY OMITTED

[3] INTENTIONALLY OMITTED

[4] INTENTIONALLY OMITTED

(18) [5] EXISTING 30' PRIVATE ACCESS EASEMENT BENEFITING LOTS 1A-1, 2A-1, 7-A1, AND 9-A (VOL. 411, FOL. 16241) (VOL. 3, FOLIO 2924B, 05/15/08)

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Curve Table					
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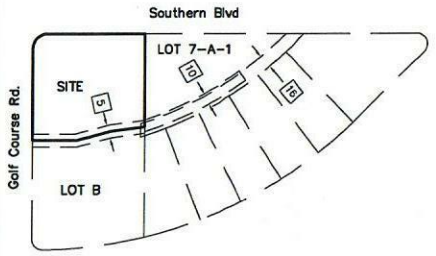
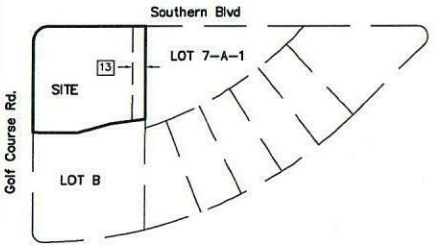
Detail for Easement [5], [10] & [16]

1"=200'

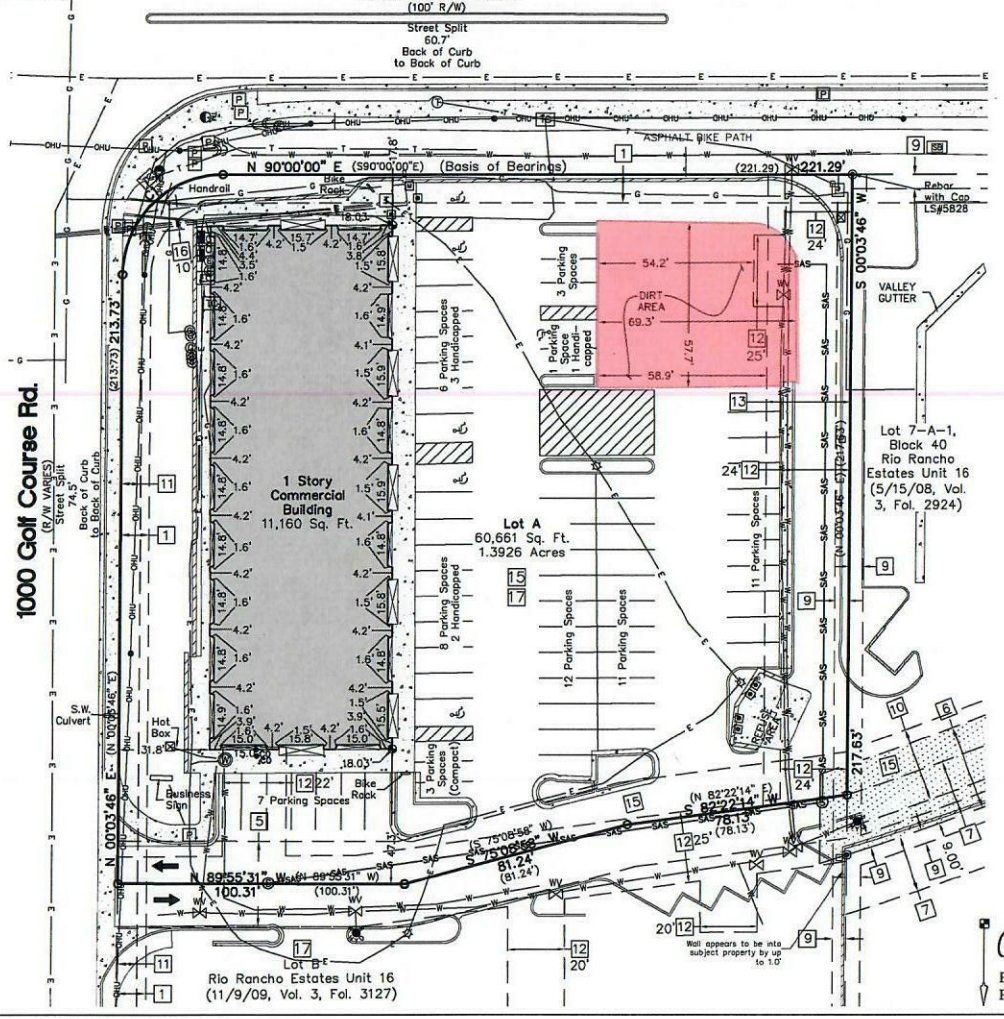


Detail for Easement [13]

1"=200'



BAR SCALE
0 30' 60'
SCALE: 1" = 30'



Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (5/15/08, VOL. 3, FOL. 2924B)
◉	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" OR PK NAIL "LS 14271" UNLESS OTHERWISE NOTED
⊠	COVERED AREA
⋰⋱	CONCRETE
—□—	METAL FENCE
▨	BLOCK WALL
▣	BOLLARD
⊡	UTILITY PEDESTAL
—OHU—	OVERHEAD UTILITY LINE
—E—	UNDERGROUND ELECTRIC
•	UTILITY POLE
⤾	ANCHOR
P	PULL BOX
☼	LIGHT POLE
E	ELECTRIC METER
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T	TELEPHONE MANHOLE
WV	WATER VALVE
W	WATER METER
—W—	UNDERGROUND WATER LINE
	FIRE HYDRANT
M	MAILBOX
S	SANITARY SEWER MANHOLE
—SAS—	UNDERGROUND SANITARY SEWER
●CO	SAS CLEANOUT
⊠	IRRIGATION BOX
	STORM DRAIN INLET
—o— OR —o—o—	SIGN
	LOCATION OF BUILDING HEIGHT MEASUREMENT
—E—	UNDERGROUND TELEPHONE LINE
	CURB CUT/INDICATION OF ACCESS TO ROADWAY

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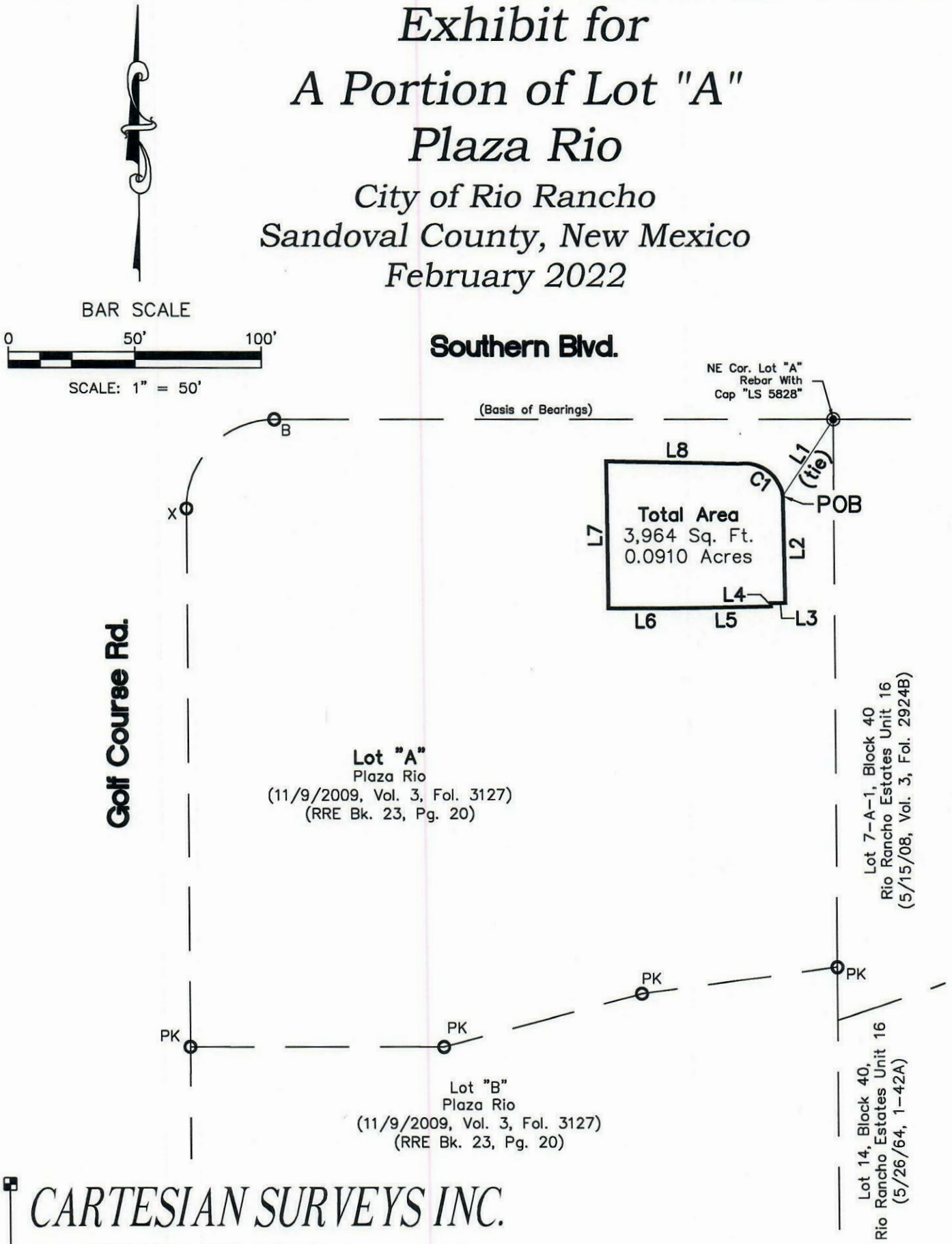
Exhibit for
A Portion of Lot "A"
Plaza Rio
City of Rio Rancho
Sandoval County, New Mexico
February 2022



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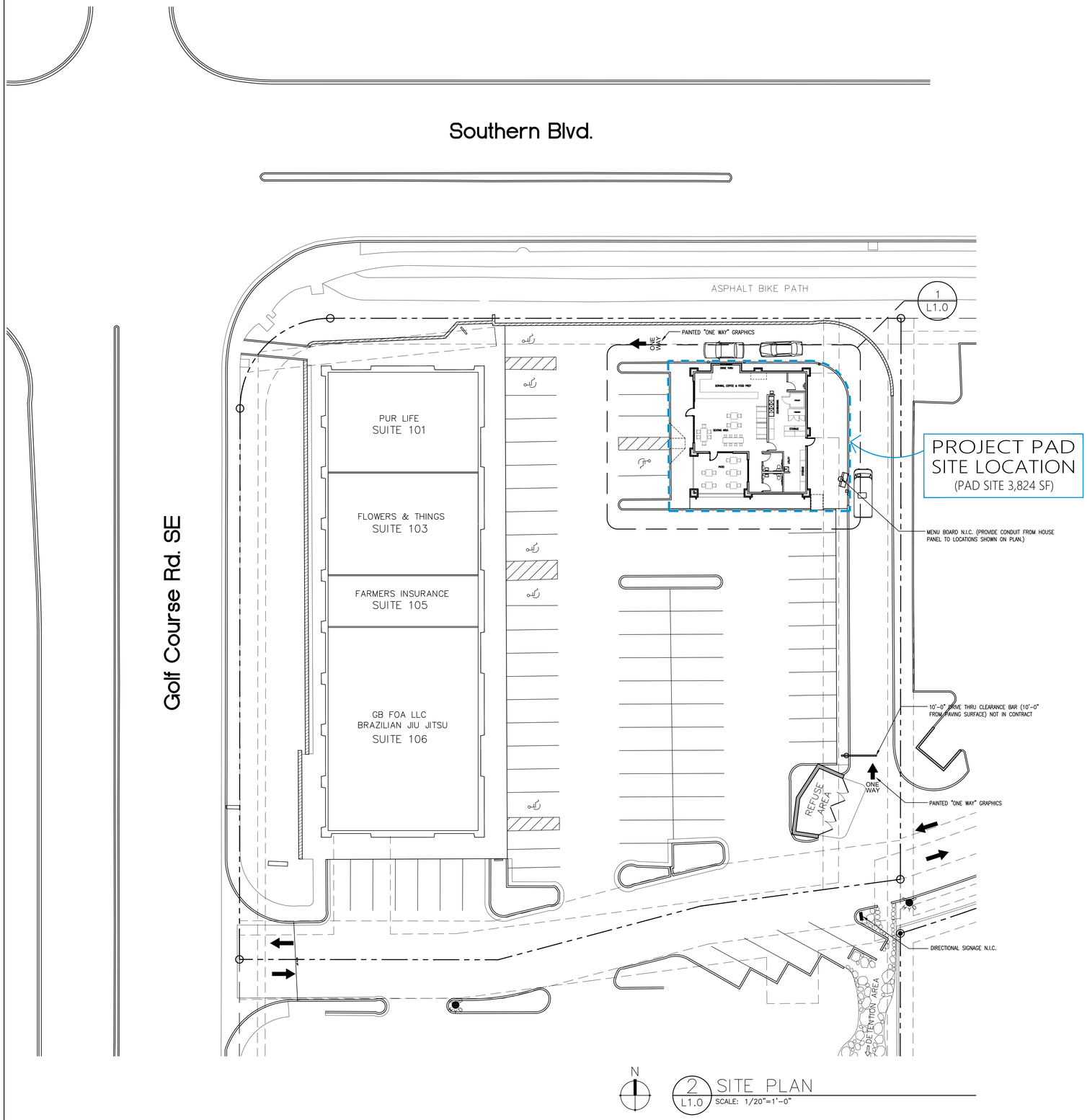
051372A6



2 L1.0 SITE PLAN
SCALE: 1/20"=1'-0"

GENERAL DATA & CODE DATA

SCOPE OF WORK:

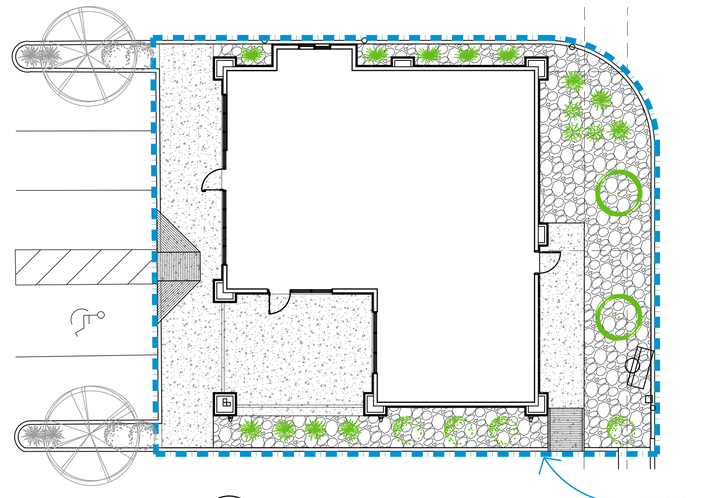
NEW RESTAURANT ON AN EXISTING PAD SITE,
THERE WILL BE NO CHANGE TO EXISTING GRADES

OCCUPANCY & CALULATIONS:

NEW OCCUPANCY GROUP A-2 – RESTAURANT
INTERIOR LEASE AREA 1,798 S.F. – UNSPRINKLERED
ASSEMBLY –UNCONCENTRATED TABLES AND CHAIRS– 600 SF/15 NET = 40 OCCUPANTS
KITCHEN – 470 SF/200 GROSS = 2.35 = 3 OCCUPANTS
STORAGE AREAS, UTILITY – 426 SF/300 GROSS = 1.42 = 2 OCCUPANTS
BUSINESS AREA – OFFICE – 62 SF/ 150 GROSS = .41 = 1 OCCUPANTS
BUSINESS AREA – RESTROOM AND HALL – 200 SF/ 150 GROSS = 1.3 = 2 OCCUPANTS
OCCUPANT LOAD – 48 OCCUPANTS

LANDSCAPE LEGEND

SYMBOL	SCIENTIFIC NAME COMMON NAME	SIZE	WATER USE
	KOELREUTERIA GOLDEN RAIN TREE	EXISTING	MEDIUM
	RHUS AROMATICA GRO LOW SUMAC	EXISTING	LOW
	ERICAMERIA IARICIFOLIA "AGUIRRE" TURPENTINE BUSH	EXISTING	LOW
	CONCRETE	NEW	
	LANDSCAPING ROCK ON EXISTING SELECT FILL	NEW	
	FORESTIERA NEOMEXICANA NEW MEXICO OLIVE	5-GALLON	MEDIUM
	RHUS AROMATICA GRO LOW SUMAC	1-GALLON	LOW+
	ERICAMERIA IARICIFOLIA "AGUIRRE" TURPENTINE BUSH	1-GALLON	LOW+
	NOLINA MICROCARPA BEAR GRASS	1-GALLON	LOW+
	CALAMAGROSTIS ACUTIFLORA KARL FOERSTER FEATHER REED GRASS	1-GALLON	MEDIUM



1 L1.0 LANDSCAPE PLAN
SCALE: 1/10"=1'-0"

Beans & Brews
COFFEE HOUSE
PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
RIO RANCHO, NM 87124

ARCHITECTURAL IDEOLOGY
4026 PORTSMOUTH AVE
HOUSTON, TEXAS 77027
(713) 454-9513

REVISIONS

SEAL

FOR REVIEW NOT FOR CONSTRUCTION

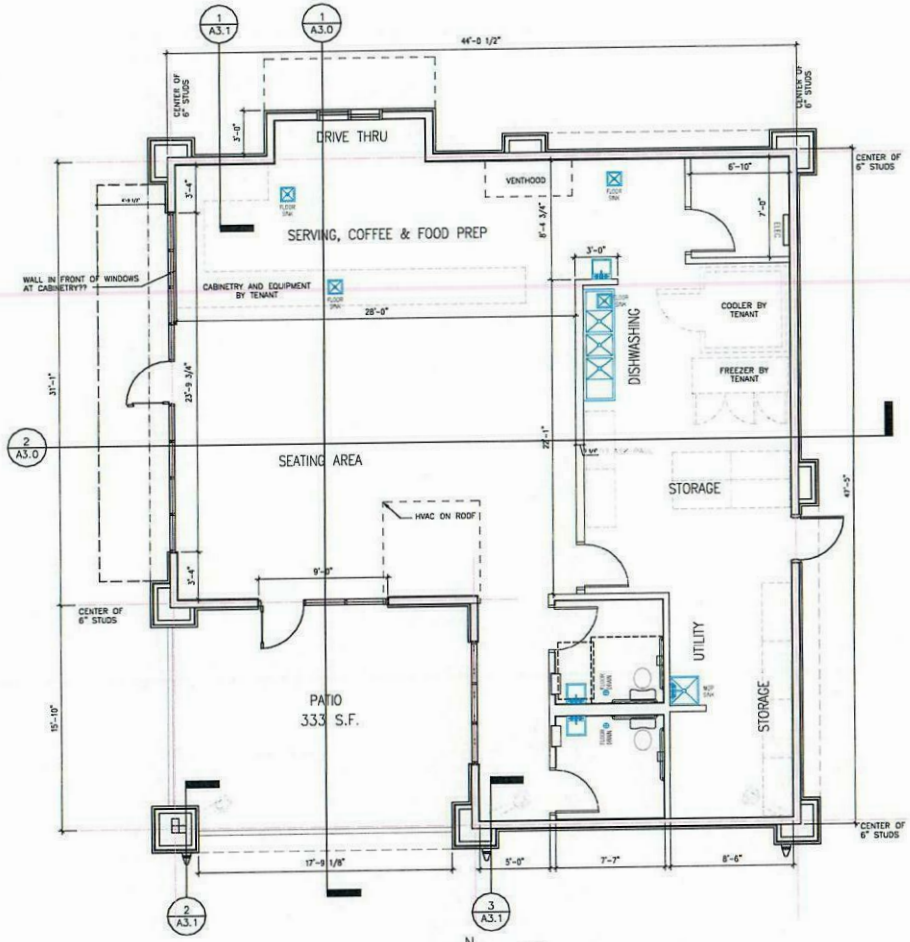
Job Number: COR01NM.24

Issued for: PERMIT & CONSTRUCTION

LANDSCAPE & SITE PLAN

Issue Date: MAY 2024

L1.0



Beans & Brews

COFFEE HOUSE

PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
RIO RANCHO, NM 87124

ARCHITECTURAL IDEOLOGY
4026 PORTSMOUTH AVE
HOUSTON, TEXAS 77027
(713) 454-9513

REVISIONS

SEAL

FOR REVIEW NOT FOR CONSTRUCTION

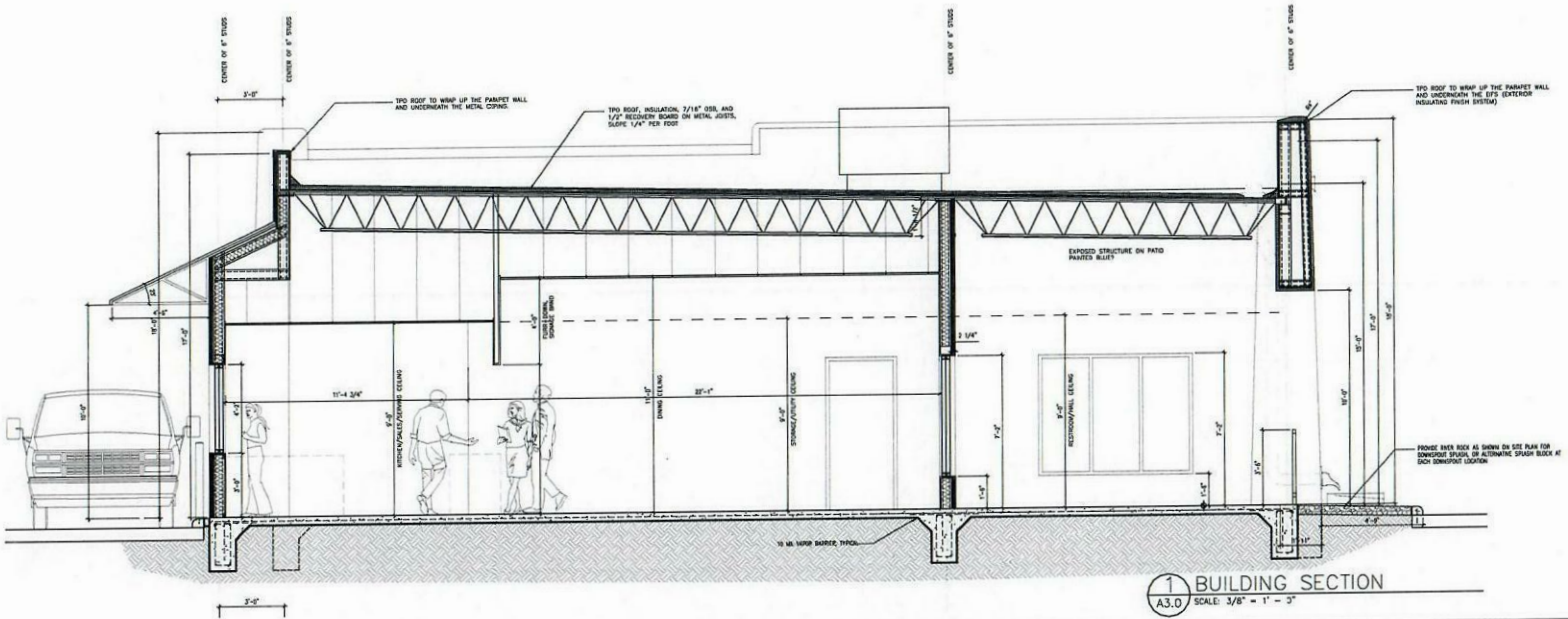
Job Number: CORO1NM.24

Issued for: PERMIT & CONSTRUCTION

FLOOR PLAN & NOTING

Issue Date: MAY 2024

A1.1



1 A3.0 GROUND FLOOR ENTRY ELEVATION
SCALE: 3/8" = 1' - 0"

1 A3.0 BUILDING SECTION
SCALE: 3/8" = 1' - 3"

Beans & Brews
COFFEE HOUSE
PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
RIO RANCHO, NM 87124

ARCHITECTURAL IDEOLOGY
4026 PORTSMOUTH AVE
HOUSTON, TEXAS 77027
(713) 474-9713

REVISIONS

SEAL
FOR REVIEW NOT FOR CONSTRUCTION

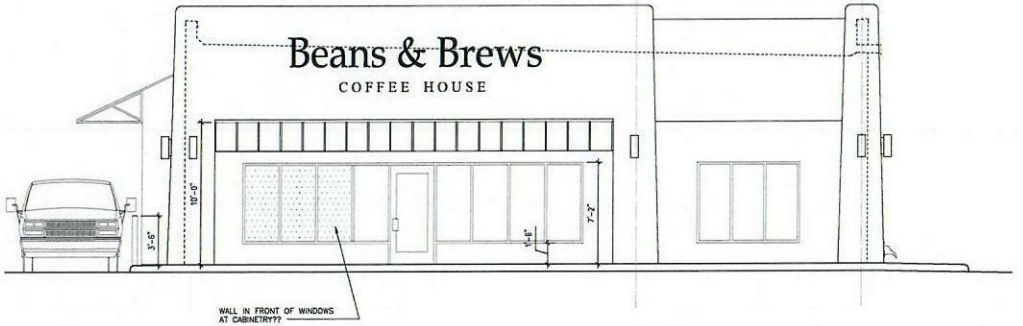
Job Number: CORO1NM.24
Issued for: PERMIT & CONSTRUCTION

BUILDING SECTIONS

Issue Date: MAY 2024

A3.0

2 A2.0 NORTH ELEVATION
SCALE: 1/4"=1'-0"



1 A2.0 WEST ELEVATION
SCALE: 1/4"=1'-0"

Beans & Brews
COFFEE HOUSE

PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
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HOUSTON, TEXAS 77027
(713) 474-9513

REVISIONS

SEAL

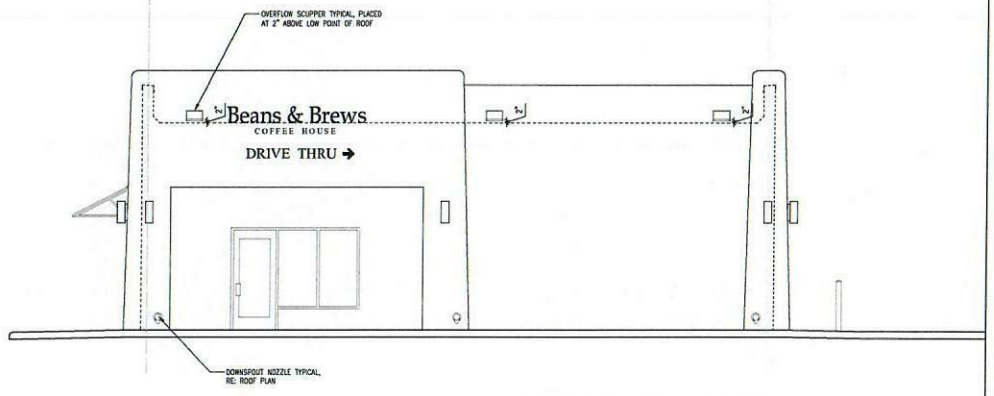
FOR REVIEW NOT FOR CONSTRUCTION

Job Number: CORD1NM.24
Issued for: PERMIT & CONSTRUCTION

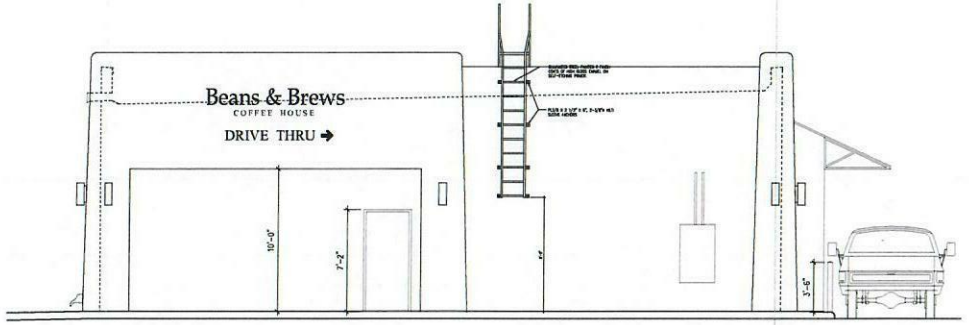
ELEVATIONS & NOTING

Issue Date: MAY 2024

A2.0



2 A2.1 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



1 A2.1 EAST ELEVATION
SCALE: 1/4"=1'-0"

Beans & Brews
COFFEE HOUSE

PLAZA RIO SHOPPING CENTER
1000 GOLF COURSE ROAD SE
RIO RANCHO, NM 87124

ARCHITECTURAL IDEOLOGY
4026 PORTSMOUTH AVE
HOUSTON, TEXAS 77027
(713) 454-9513

REVISIONS

SEAL

FOR REVIEW NOT FOR CONSTRUCTION

Job Number: CORD1NM.24
Issued for: PERMIT & CONSTRUCTION

ELEVATIONS & NOTING

Issue Date: MAY 2024

A2.1

Typical Beans & Brews Café & Restaurant

Typical Beans & Brews Café & Restaurant

Typical Beans & Brews Café & Restaurant

Plaza Rio Center

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

RE: Site Plan, Case No. 24-160-00004
Plaza Rio, Lot A

Dear Property Owner:

You are receiving this certified notice because your property abuts a site where a land development decision is required by the Governing Body.

The applicants, Antoine Center Partners, LP, through their agent, Bradley B. Jones., are requesting a site plan approval for a proposed coffee restaurant/café on the existing pad site of a property legally described as Plaza Rio, Lot A, and addressed as 1000 Golf Course Rd SE. The property is zoned SU: Special Use for Limited C-1 Uses and is approximately 1.39 acres.

The **Governing Body** will consider the request and have the final approval on **Thursday, September 12, 2024** at 6:00 pm in the **Council Chambers** and **Virtually** as a hybrid meeting, through the **Zoom link and number below.**

On the back of this letter is a location map of the project, with the subject property identified with a light blue outline.

If you would like to comment on this application, you are encouraged to send in comments in writing, which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website www.rrnm.gov or on Sparklight cable channel 56.

For the **Governing Body meeting**, to participate virtually: Join via computer:
https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGVOczF4MDN0UT09
Meeting ID: 853 0235 3741 Passcode: 789419 Join via phone: 1-346-248-7799 US

Please contact me via e-mail me at mcostilla@rrnm.gov or call me at 505-896-8362, if you have any questions concerning this matter. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, the Friday before the hearing.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Please contact the City Clerk if a summary or other type of accessible format is needed.

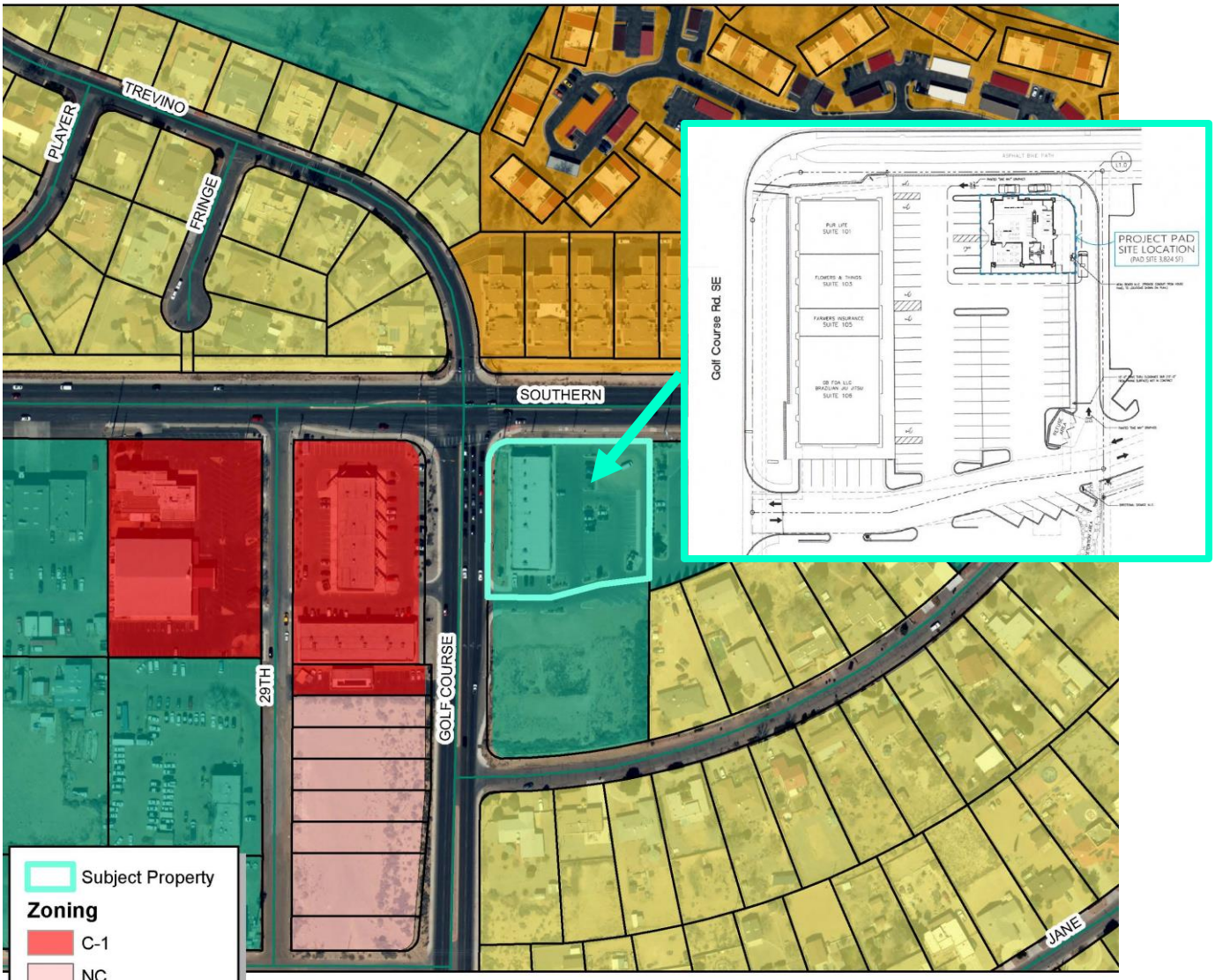
Respectfully,

Michelle Costilla
Municipal Planner II
Development Services Department
City of Rio Rancho

The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 ● Fax (505) 896-8994

PLAZA RIO, LOT A



GIS
Moving Spatial Data Forward

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RioRancho City of Vision

DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

0 190 380 760
Feet

Map created by: Michelle Costilla 8/23/2024

NEW MEXICO'S LEADING NEWS SOURCE
ALBUQUERQUE JOURNAL
El Defensor Chieftain RIO RANCHO OBSERVER VALENCIA COUNTY News-Bulletin

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

Proof of Ad 08/23/2024

Account:	**1010956**
Name:	**CITY OF RIO RANCHO**
Company:	**CITY OF RIO RANCHO**
	ATTN: ACCOUNTS PAYABLE
Address:	**3200 CIVIC CENTER CIR NE**
	RIO RANCHO, NM 87144
Telephone:	**(505)891-5005**

Ad ID:	**95170**
Description:	
Run Dates:	**08/28/2024 - 08/28/2024**
Class:	**3001**
Orig User:	**dmontoya**
Words:	**257**
Lines:	**66**
Agate Lines:	**97**
Depth:	**6.92**
Blind Box:	

Total Ad Cost **$87.09**
Amount Paid **$0.00**

Publication	Start	Stop	Inserts	Cost
Albuquerque Journal	08/28/2024	08/28/2024	1	80.92

RRioRancho
City of Vision

CITY OF RIO RANCHO
PUBLIC HEARING NOTICE

The GOVERNING BODY of the CITY of RIO RANCHO will consider the following matters at its regularly scheduled meeting at 6:00 p.m. on Thursday, September 12, 2024.

Site Plan
Case #24-160-00004
The applicants, Antoine Center Partners, LP, through their agent, Bradley B. Jones., are requesting a site plan approval for a proposed coffee restaurant/café on the existing pad site of a property legally described as Plaza Rio, Lot A, and addressed as 1000 Golf Course Rd SE. The property is zoned SU: Special Use for Limited C-1 Uses and is approximately 1.39 acres.

Zone Map Amendment
Case #24-100-00007
The applicant, AMREP Southwest, Inc., requests approval of a Zone Map Amendment for the lots legally described as: Unit 25, Block 28, Lots 17, 18, 20, 21, 27, 30 and Unit 25, Block 149, Lots 13-77, 26, 29-37, 40, 41, 44, from TZ to R-4. The applicant also requests a Zone Map Amendment for Unit 25, Block 150, Lot 11, from TZ to R-3. The subject properties total 17.12 acres.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at www.rrnm.gov. Materials related to these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to planning@rrnm.gov. Written comments will be inserted into the public record.

Journal: August 28, 2024

PLAZA RIO, LOT A

Abutting Properties
Subject Property

GIS
Moving Spatial Data Forward

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W E
S

RioRancho
City of Vision

DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.

0 150 300 600
Feet

Map created by: Michelle Costilla 8/23/2024

City of Rio Rancho
Development Services
3200 Civic Center Circle NE - Ste 130
Rio Rancho, NM 87144
(505) 891-5005 Fax: (505) 896-8994

August 28, 2024

TO: Bradley B. Jones
5951 Jefferson St. NE, Ste. A
Albuquerque, NM 87109

RE: Site Plan (24-160-00004)

The following are the comments and feedback received in regards to the DRC application.

Fire and Rescue:

1. Plans are to meet 2021 International Fire Code requirements as well as attached checklists.
2. Fire will require a Fire 1 plan, Fire 2 plan, and any deferred submittals as needed. I've attached copies of each for review.

If you have any additional questions or concerns please feel free to contact me.

Respectfully,

Michelle Costilla
Municipal Planner II
Development Services Department
City of Rio Rancho
(505) 896-8362 mcostilla@rrnm.gov

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
James Wenzel
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue
AUTOMATIC SPRINKLER SYSTEM CHECKLIST

Project Information		**Revised 01/15/2024**
Project Name	Address and/Legal Description	Building Permit Number

	Pass	Fail	N/A	Requirement	Code Ref.
1	☐	☐	☐	NICET III & FPE Certificate number/Credentials, and signature	**NFPA 13, 23.1.3**
2	☐	☐	☐	Name of owner and occupant, location, including street address.	**NFPA 13, 23.1.3**
3	☐	☐	☐	Name and address of contractor.	**NFPA 13, 23.1.3**
4	☐	☐	☐	Code Data: construction type, occupancy group, Square Footage	**NFPA 13, 23.1.3**
5	☐	☐	☐	Edition year of NFPA 13 that the sprinkler system is designed to.	**NFPA 13, 23.1.3**
6	☐	☐	☐	A graphic representation of the scale used on all plans.	**NFPA 13, 23.1.3**
7	☐	☐	☐	Point of compass.	**NFPA 13, 23.1.3**
8	☐	☐	☐	Occupancy class of each area or room.	**NFPA 13, 23.1.3**
9	☐	☐	☐	Size of city main in street, city main test results, and system elevation relative to test hydrant.	**NFPA 13, 23.1.3**
10	☐	☐	☐	Size, location, and piping arrangement of fire department connections.	**NFPA 13, 23.1.3**
11	☐	☐	☐	Information about backflow preventers (manufacturer, size, type).	**NFPA 13, 23.1.3**
12	☐	☐	☐	All control valves, check valves, drainpipes, and test connections.	**NFPA 13, 23.1.3**
13	☐	☐	☐	Full height cross section, or schematic diagram, including structural member information if required for clarity and including ceiling construction and method of protection for nonmetallic piping.	**NFPA 13, 23.1.3**
14	☐	☐	☐	Total area protected by each system on each floor.	**NFPA 13, 23.1.3**
15	☐	☐	☐	Location of partitions.	**NFPA 13, 23.1.3**
16	☐	☐	☐	Location of fire walls	**NFPA 13, 23.1.3**
17	☐	☐	☐	Location and size of concealed spaces, closets, attics, and bathrooms.	**NFPA 13, 23.1.3**
18	☐	☐	☐	Any small enclosures in which no sprinklers are to be installed.	**NFPA 13, 23.1.3**
19	☐	☐	☐	Make, type, model, and nominal k-factor of sprinklers including sprinkler identification number.	**NFPA 13, 23.1.3**
20	☐	☐	☐	Number of sprinklers on each riser per floor.	**NFPA 13, 23.1.3**
21	☐	☐	☐	Total number of sprinklers on each dry pipe system, pre-action system, or action system, combined dry pipe pre-action system, or deluge system	**NFPA 13, 23.1.3**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
Jessica Duron-Martinez
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue

22	☐	☐	☐	Approximate capacity in gallons of each dry pipe system.	**NFPA 13, 23.1.3**
23	☐	☐	☐	Pipe type and schedule of wall thickness,	**NFPA 13, 23.1.3**
24	☐	☐	☐	Nominal pipe size and cutting lengths of pipe (or center to center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line	**NFPA 13, 23.1.3**
25	☐	☐	☐	Location and size of riser nipples.	**NFPA 13, 23.1.3**
26	☐	☐	☐	Type and locations of hangers, sleeves, braces, and methods of securing sprinklers when applicable.	**NFPA 13, 23.1.3**
27	☐	☐	☐	Make, type, model, and size of alarm or dry pipe valve.	**NFPA 13, 23.1.3**
28	☐	☐	☐	Make, type, model, and size of pre-action or deluge valve.	**NFPA 13, 23.1.3**
29	☐	☐	☐	Kind and location of alarm bells	**NFPA 13, 23.1.3**
30	☐	☐	☐	Size and location of standpipe risers, hose outlets, hand hose, monitor nozzles, and related equipment.	**NFPA 13, 23.1.3**
31	☐	☐	☐	Piping provisions for flushing.	**NFPA 13, 23.1.3**
32	☐	☐	☐	Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.	**NFPA 13, 23.1.3**
33	☐	☐	☐	Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.	**NFPA 13, 23.1.3**
34	☐	☐	☐	The minimum rate of water application (density of flow or discharge pressure), the design area of water application, in-rack sprinkler demand, and the water required for hose streams both inside and outside.	**NFPA 13, 23.1.3**
35	☐	☐	☐	The total quantity of water and the pressure required noted at a common reference point for each system.	**NFPA 13, 23.1.3**
36	☐	☐	☐	For hydraulically designed systems, the information on the hydraulic data nameplate.	**NFPA 13, 23.1.3**
37	☐	☐	☐	Relative elevations of sprinkler, junction points, and supply or reference points.	**NFPA 13, 23.1.3**
38	☐	☐	☐	The setting for pressure-reducing valves	**NFPA 13, 23.1.3**
39	☐	☐	☐	Ceiling/roof heights and slopes not shown in the full height cross section.	**NFPA 13, 23.1.3**
40	☐	☐	☐	Calculation of loads for sizing and details of sway bracing.	**NFPA 13, 23.1.3**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
James Wenzel
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue
FIRE 1 SITE PLAN CHECKLIST

Project Information		**Revised 01/15/2024**
Project Name	Address and/Legal Description	Building Permit Number

	Pass	Fail	N/A	Requirement	Code Ref.
1	☐	☐	☐	**Fire 1 Plans** shall have all information on 1 page and labeled as **Fire 1. Note: The fire 1 plans shall be submitted prior to building plan and submittal. The approved set needs to be inserted with the fire 2 page along with the building plan set.**	**AHJ/FMO**
2	☐	☐	☐	**Fire Flow Requirements:** The construction type and the total square footage shall be indicated under the code criteria. Construction Type: Square Footage: Fire Flow:	**IFC Appendix B**
3	☐	☐	☐	**Number of Hydrants Required and Spacing:** Our office will provide these numbers for you, or you can reference The Numbers off **Table C102.1**	**IFC Appendix C**
4	☐	☐	☐	**Existing Fire hydrants**: Existing fire hydrants may be considered for a new project if their use doesn't restrict fire department access or restrict traffic to busy or arterial streets.	**AHJ/FMO**
5	☐	☐	☐	**Existing or proposed fire hydrants:** All fire hydrants shall be shown on the plan shall be labeled as existing or proposed.	**AHJ/FMO**
6	☐	☐	☐	**Fire Hydrant supply line location and dimensions:** Fire hydrant supply lines that branch off from the water mains shall be indicated with their diameters. Showing the hydrants, they serve.	**IFC 507.1**
7	☐	☐	☐	**Public water main location and dimensions:** The public water mains shall be on the plans. The public water main diameters supplying the required existing and proposed fire hydrants shall be indicated.	**IFC 507.1**
8	☐	☐	☐	**Apparatus Access around buildings:** Fire apparatus access roads shall extend to within 150 feet of all portions of the first floor of the facility and all portions of the exterior walls.	**IFC 503.1.1**
9	☐	☐	☐	**Buildings Exceeding Three Stories or 30 feet in Height:** Buildings or facilities exceeding 30 feet or three stories in height shall have at least two means of fire apparatus access for each structure.	**IFC D104.1**
10	☐	☐	☐	**Buildings exceeding 62,000 SQFT**: Buildings exceeding 62,000 gross square feet in area shall be provided with two separate and approved fire apparatus access roads.	**IFC D104.2**
11	☐	☐	☐	**Multiple Family Residential Projects with more than 100 units:** Multiple Family Residential Projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.	**IFC D106.1**
12	☐	☐	☐	**One- or two-Family Dwelling Residential Developments:** Developments of one- or two-family dwellings where the number dwelling units exceed 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.	**IFC D107.1**
13	☐	☐	☐	**Remoteness:** Where two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, Measured in a straight line between accesses.	**IFC D104.3**
14	☐	☐	☐	**Aerial Apparatus Road Width and Proximity**: Buildings which exceed 30 feet in height require unobstructed aerial apparatus access roads not less than 26 feet in width exclusive of shoulders. Access is required on two sides of the structure and overhead obstructions are prohibited. At least one of the required access routes shall be located Within a minimum 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building.	**IFC D105.2, D105.3**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
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Rio Rancho Fire Rescue

15	☐	☐	☐	**Fire Apparatus Road Dimensions**: Fire apparatus roads shall have an unobstructed width not less than 20 feet and an unobstructed height not less than 13 feet 6 inches. They shall have an unobstructed width not less than 26 feet in width when fire department access road exceeds 300 feet.	**IFC 503.2.1**
16	☐	☐	☐	**Access road width with a Hydrant:** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.	**IFC D103.1**
17	☐	☐	☐	**Fire Lanes:** Fire apparatus access roads 20 ft. to 26 ft. shall have a fire lane marked on both sides of the road. Roads 26 ft. to 32 ft. wide shall be marked fire lane on one side. Refer to fire ord. 503.3.1 for fire lane curb marking requirements.	**IFC D103.6.1 D103.6.2**
18	☐	☐	☐	**Turning Radius:** The minimum turning radius shall be 28 feet as determined by the fire code official. The 28ft. radius will be measured from the inside radius.	**IFC 103.3**
19	☐	☐	☐	**Dead End:** Apparatus access roads which exceed 150 feet require an approved turnaround area for the fire apparatus. Refer to Appendix D for approved turnarounds.	**IFC 503.2.5**
20	☐	☐	☐	**Access and Loading:** An approved fire apparatus access roads shall have an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.	**IFC D102.1**
21	☐	☐	☐	**Engineering data:** Engineering data shall be submitted to substantiate weight bearing capacity and all-weather driving capabilities for fire apparatus access roads.	**AHJ/FMO**
22	☐	☐	☐	**Grade:** Fire apparatus access roads shall not exceed 10 percent in grade	**IFC D103.2**
23	☐	☐	☐	**Security Gates:** Security gates that extend across fire apparatus access roads or impede fire apparatus access shall have an approved means of operation to allow fire department access.	**IFC 503.6**
24	☐	☐	☐	**Fire Separation**: In order for occupancies to be considered separated they shall meet the International Building Code 2015 section 508.4. The separation shall be constructed as fire barriers in accordance with IBC section 707. Fire separation shall be indicated on the plan. The level (hour rating) of the separation shall also be indicated.	**IBC 508.4 508.4.4.1 707.3.9 707.3.10**
25	☐	☐	☐	**Sprinkler Systems:** New and existing sprinkler systems shall be indicated on the Plans. It shall be indicated as "sprinklered or nonsprinklered" under the code criteria.	**IFC 901.2**
26	☐	☐	☐	**Sprinkler Fire Department Connection (FDC):** The FDC shall be located within 100 feet of a hydrant. The inlet shall be between 18in. and 48in. above grade.	**IFC 507.5.1.1**
27	☐	☐	☐	**Sprinkler FDC Obstructions:** The FDC shall be unobstructed from any permanent object for a minimum distance of A 3ft. radius around the connection and 6.5 feet in height.	**IFC 912.4.2**
28	☐	☐	☐	**The Post or Wall Indicator Valve (PIV or WIV)** shall be located on the Plans and installed as per NFPA 13	**IFC 903.3**
29	☐	☐	☐	**Class 1 Standpipe:** Standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet above the lowest level of the fire dept. vehicle access.	**IFC 905.3**
30	☐	☐	☐	**Standpipe FDC:** The standpipe FDC shall be located within 100 feet of a hydrant.	**NFPA 14.6.4.5.4**
31	☐	☐	☐	**Premise ID:** Buildings shall have approved address numbers or building identification placed in a position plainly legible and visible from the street or the road fronting the property.	**IFC 505.1**
32	☐	☐	☐	**Multiple buildings with a single address:** Each building shall display its specific alphabetical or numerical designation and be clearly distinguishable from the fire apparatus road.	**IFC 505.1**
33	☐	☐	☐	**Key Box:** A key box (Knox Box) is required if access to the building is necessary for life safety or firefighting purposes. All key boxes shall be mounted between 4 and 6 feet above grade. The key boxes shall be illuminated so as to be immediately visible to fire personnel upon approach. One key box shall be located at the main entrance	**IFC 506.1**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
James Wenzel
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue
FIRE 2 FLOOR PLAN CHECKLIST

Project Information		**Revised 01/15/2024**
		Building Permit Number

	Pass	Fail	N/A	Requirement	Code Ref.
1	☐	☐	☐	**Fire 2 Plans: Fire 2 Plans shall be a part of the construction documents.** All the information should be provided on one sheet. In some cases, projects may be too complex to fir all the information on one sheet. If additional pages are needed to complete the required Fire 2 criteria, Mark the as "fire" with the corresponding number noting the order.	**AHJ/FMO**
2	☐	☐	☐	**General Notes for fire protection systems:** Fire protection systems shall be deferred submittals and shall be noted as such on the plan. Examples: 1) Shop drawings will be submitted to the fire marshal's office for review and approval of any installation or modification to the sprinkler system, fire alarm system, or any other fire related system 2) The fire sprinkler system will be supervised when required by the 2021 international fire code.	**IFC 105.4.2.1**
3	☐	☐	☐	**General Notes for Elevators**: Elevators shall meet all the requirements of NFPA 13, Chapter 8, 72, and 21.	**NFPA 13 NFPA 72**
4	☐	☐	☐	**Fire 2 Designation:** The plan shall be marked as "Fire2". No other designation will be accepted	**AHJ/FMO**
5	☐	☐	☐	**Seating and equipment fixtures:** The fixtures are required to be placed on the plan	**IFC 105.4.2**
6	☐	☐	☐	**Scaled Plans:** The plans shall be scaled, and a true north shall be identified	**IFC 105.4.2**
7	☐	☐	☐	**Code Data:** The code data shall be noted on the plan. Address, construction type, occupant load, premise ID, sprinklered, non-sprinklered, square footage, occupancy type	**IFC 105.4.2**
8	☐	☐	☐	**Fire Extinguishers:** Fire extinguishers are required in all occupancies. Reference IFC for distance and size requirements	**IFC 906.1**
9	☐	☐	☐	**Means of Egress:** The exits, exit hardware, emergency lighting, and exit lighting/signage shall be indicated on the plan.	**IFC 1001.1**
10	☐	☐	☐	**Scope of Work:** The scope of work being done shall be noted on the plan	**IFC 105.4.2**
11	☐	☐	☐	**Hazardous Materials:** Storage, handling, and use shall be noted and shown on the plans and comply with IFC chapter 27. Hazardous materials shall include but not be limited to combustible (liquids, solids, gasses), combustible fibers, cryogenic oxidizing, consumer fireworks, explosives, flammable (liquids, solids, gasses), oxidizers, pyrophoric, unstable, water reactive, corrosives, toxics.	**IFC 5003.1**
12	☐	☐	☐	**MSDS:** MSDS/SDS sheets for each hazardous material shall be included with the plans	**IFC 5003.4**
13	☐	☐	☐	**Room Identifiers:** Each room shall be given a designation and marked on the plan	**IFC 105.4.2**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
James Wenzel
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue
FIRE ALARM CHECKLIST

Project Information			**Revised 01/15/2024**
		Building Permit Number	

	Pass	Fail	N/A	Requirement	Code Ref.
1	☐	☐	☐	**NICET III & FPE:** Provide certificate number with signature	**AHJ/FMO**
2	☐	☐	☐	**PROJECT INFORMATION:** Name and address to include quadrant and zip code. Include Building Permit Number if applicable.	**NFPA 7.4.4**
3	☐	☐	☐	**COMPANY INFORMATION:** Name and address of designer and installer.	**NFPA 7.4.4**
4	☐	☐	☐	**SCOPE OF WORK:** Describe work to be performed.	**AHJ/FMO**
5	☐	☐	☐	**OCCUPANCY CLASSIFICATION:** Indicate project occupancy classification.	**AHJ/FMO**
6	☐	☐	☐	**TOTAL SQUARE FOOTAGE:** Provide total square footage of the area covered by the fire alarm system	**AHJ/FMO**
7	☐	☐	☐	**SPRINKLER SYSTEM:** Indicate the project as sprinkled or non-sprinkled.	**AHJ/FMO**
8	☐	☐	☐	**LEGEND:** Create a legend identifying the fire alarm devices.	**AHJ/FMO**
9	☐	☐	☐	**FIRE ALARM MATRIX:** Fire alarm input/output.	**NFPA 7.4.9**
10	☐	☐	☐	**FIRE ALARM RISER DIAGRAM:** Fire alarm riser location shall be indicated on plans.	**NFPA 7.4.5**
11	☐	☐	☐	**CUT SHEETS:** Provide manufacture's cut sheets indicating model numbers and listing information for equipment, devices, and materials.	**IFC 907.1.2**
12	☐	☐	☐	**MODE OF TRANSMISSION:** Indicate the mode of signal transmission for monitored systems (ie, POTS, IP, Cellular, Radio Frequency).	**AHJ/FMO**
13	☐	☐	☐	**24 HR BATTERY BACK-UP:** All forms of local transmission shall have 24hr battery back-up. Battery calculations required.	**NFPA 7.4.9**
14	☐	☐	☐	**SCALED PLANS:** Plans shall be drawn to scale and indicated on plans.	**NFPA 7.4.5**
15	☐	☐	☐	**TRUE NORTH:** Provide true north indicator on plans.	**NFPA 7.4.5**
16	☐	☐	☐	**ROOM IDENTIFICATION:** Identify the use of all rooms and spaces.	**IFC 907.1.2** **NFPA 7.4.5**
17	☐	☐	☐	**CEILING DETAILS:** Provide details of ceiling height and construction (Beams, open joists, etc.).	**IFC 907.1.2**
18	☐	☐	☐	**WALLS:** Provide all walls and doorways on plans.	**NFPA 7.4.5**
19	☐	☐	☐	**PARTITIONS:** Identify all partitions extending up to or above 15% of the ceiling height.	**NFPA 7.4.5**
20	☐	☐	☐	**MULTIPLE FLOORS:** Identify all the building's floors or levels.	**NFPA 7.4.5**
21	☐	☐	☐	**HVAC UNITS:** Show all HVAC Units > 2000 CFM with remote test switches for each.	**NFPA 21.7**
22	☐	☐	☐	**ALARM INITIATING DEVICES:** Indicate the locations of all fire alarm imitating devices.	**IFC 907.1.2**
23	☐	☐	☐	**NOTIFICATION APPLIANCES:** Show locations of all alarm notification appliances, including candela ratings.	**IFC 907.1.2**
24	☐	☐	☐	**NOTIFICATION AUDIBILITY:** Identify minimum audibility (db) level for occupant notification.	**IFC 907.1.2**
25	☐	☐	☐	**FIRE ALARM CONTROL PANEL:** Show locations) of FACP, transponders and power supplies.	**IFC 907.1.2**
26	☐	☐	☐	**ANNUNCIATORS:** Show locations) of all annunciators.	**IFC 907.1.2**
27	☐	☐	☐	**POWER CONNECTION:** Identify and describe the primary power connection for system (le; dedicated and protected 120v circuit).	**IFC 907.1.2**
28	☐	☐	☐	**CONDUCTOR:** Conductor type and size.	**IFC 907.1.2** **NFPA 7.4.5**
29	☐	☐	☐	**BATTERY CALCULATIONS:** List all the battery calculations for the system.	**IFC 907.1.2**

Fire Chief
James DeFillippo
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Fire Marshal
James Wenzel
1526 Stephanie Rd SE
Rio Rancho, NM 87124

Rio Rancho Fire Rescue

30	☐	☐	☐	**VOLTAGE DROP CALCULATIONS:** Provide the voltage drop calculations.	**IFC 907.1.2**
31	☐	☐	☐	**MONITORING:** All fire alarm systems shall be monitored.	**IFC 907.6**
32	☐	☐	☐	**UL LISTED MONITORING:** Provide the credentials of the UL listed monitoring company/central monitoring station.	**AHJ/FMO NFPA 72 10.5.4 and 26.3**
33	☐	☐	☐	**DOCUMENT BOX:** With every modified or new system, a document cabinet shall be installed at the system control unit or at another location on the premises.	**AHJ/FMO NFPA 72 7.7.2**

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Rio Rancho Fire Rescue
HOOD SUPPRESSION SYSTEM CHECKLIST

Project Information		**Revised 01/15/2024**
Project Name	Address and/Legal Description	Building Permit Number

	Pass	Fail	N/A	Requirement	Code Ref.
1	☐	☐	☐	**REVIEW AND CERTIFICATION:** The installer shall provide certification to the AHJ that the installation complies with the terms of listing and the manufacturer's instructions and/or approved design.	**NFPA 17A 6.2 & IFC 904.1.1**
2	☐	☐	☐	**PROJECT INFORMATION:** Name and address to include quadrant and zip code.	
3	☐	☐	☐	**BUILDING PERMIT NUMBER:**	
4	☐	☐	☐	**COMPANY INFORMATION:** Name and Address of designer and installer	**NFPA 17a 6.3.2**
5	☐	☐	☐	**NEW OR EXISTING SYSTEM (MODIFICATION)**	**NFPA 17A 6.3.2 & NFPA 96 10.2.7**
6	☐	☐	☐	**FIRE ALARM MONITORING:** Where a building fire alarm system is installed, automatic fire extinguishing systems shall be monitored by the fire alarm system in accordance with NFPA 72	**IFC 904.3.5**
7	☐	☐	☐	**MAKE AND MODEL OF TANK ASSEMBLY**	**NFPA 17A 6.3.2**
8	☐	☐	☐	**FLOW POINT CAPACITY OF TANK**	**NFPA 96 10.9**
9	☐	☐	☐	**DIMENSIONS OF COOKING APPLIANCES**	**NFPA 96 10.9**
10	☐	☐	☐	**DESCRIPTION AND LOCATION OF NOZZLES**	**NFPA 96 10.9**
11	☐	☐	☐	**TOTAL NUMBER OF FLOW POINTS**	**NFPA 17A 6.3.3**
12	☐	☐	☐	**SIZE, LENGTH, AND ARRANGEMENT OF CONNECTED PIPING**	**NFPA 17a 6.3.1 & NFPA 96 10.9**
13	☐	☐	☐	**FUSIBLE LINK/HEAT DETECTOR LOCATIONS AND TEMPERATURE RATING**	**NFPA 17A 6.3.4 & 5.6.1.6**
14	☐	☐	☐	**MANUAL SYSTEM OPERATION:** Pull Station(s) are provided not less than 10ft and not more than 20 ft from kitchen exhaust system. Pull Station(s) shall be installed not more than 48 inches, nor less than 42 inches above the floor.	**IFC 904.12.1**
15	☐	☐	☐	**SYSTEM INTERCONNECTION:** The actuation of the fire extinguishing system shall automatically shut down the fuel or electrical power supply to the cooking equipment. Including lights under the Type 12 hood	**NFPA 17A 4.7 & IFC 904.12.2**
16	☐	☐	☐	**MAKEUP AIR:** When the fire-extinguishing system activates, makeup air supplied internally to a hood shall be shut off	**NFPA 96 8.3.2**
17	☐	☐	☐	**EXHAUST FAN OPERATION:** A hood exhaust fan(s) shall continue to operate after the extinguishing system has been activated	**NFPA 96 8.2.3.1**
18	☐	☐	☐	**FIRE EXTINGUISHERS FOR COMMERCIAL COOKING EQUIPMENT:** Class K rated extinguisher shall be provided within a 30 ft distance of travel from commercial-type cooking equipment	**IFC 904.12.5**

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: O21

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Financial Services

SUBJECT:
O21, Ordinance Amending Chapter 36 Finance and Revenue

BACKGROUND AND ANALYSIS:
First reading of an ordinance. Two readings with approval required for adoption.

In March 2022, voters approved a Charter amendment to establish the City's Permanent Fund. The Charter amendment called for an initial investment of $10,000,000, and, among other things, provided for establishing guidelines concerning additional contributions, investment, and responsibilities for managing and administering the fund via ordinance.

In September 2022, an ordinance amending Chapter 36 Finance and Revenue in the Municipal Code was adopted. In this new code section, guidelines for adding funds to the principal of the Permanent Fund and for managing and administering the fund were codified.

Chapter 36.127 establishes a timeline for adding one-time revenue or excess reserves to the principal of the fund, specifically establishing the month of July for that decision to be made by the Governing Body. The original timeline was intended to coincide with the fiscal year close at which time reserve amounts become known. However, one-time revenue may come at any time during the year and it may be deemed appropriate to deposit such funds to the principal of the Permanent Fund at the time it is received rather than waiting until the following July. The proposed amendment is needed to facilitate such additions to the Permanent Fund.

The citizen Investment Advisory Board was briefed on this proposed amendment at its August 28, 2024 meeting. The board was in favor of the proposed amendment.

Should the Governing Body adopt the proposed amendment, City staff will bring forth a subsequent Budget Adjustment Resolution in October that recommends allocating $1 million in proceeds to the Permanent Fund principal amount stemming from a cellular land lease agreement approved by the Governing Body in July 2024.

IMPACT:
Approval of the amendment will enable the City to add funds to the principal of the Permanent Fund any time it is deemed necessary or appropriate.

ALTERNATIVES:

Approve the Ordinance.

Do not approve the Ordinance.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Ordinance.

ATTACHMENT: Ordinance_O21

CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. **ENACTMENT NO.**

ORDINANCE AMENDING CHAPTER 36 FINANCE AND REVENUE

WHEREAS: on March 1, 2022 Rio Rancho voters approved a Charter amendment to establish a Permanent Fund with an initial investment of $10,000,000, the principal of which shall remain intact in perpetuity, with 50 percent of the investment earnings added to the principal and 50 percent of the investment earnings distributed annually to the City General Fund for general governmental purposes, with guidelines concerning additional contributions, investments and responsibilities for the management and administration of the Permanent Fund to be determined pursuant to one or more ordinances adopted by the Governing Body; and

WHEREAS: on September 22, 2022 an Ordinance amending Chapter 36 Finance and Revenue to establish the parameters for managing and administering the Permanent Fund was adopted by the Governing Body; and

WHEREAS: Chapter 36.127 establishes a timeline for adding one-time revenue or excess reserves to the principal of the Permanent Fund; and

WHEREAS: modification of Chapter 36.127 is needed to enable the addition of funds to the principal of the Permanent Fund at any time it is deemed appropriate or desirable.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

Section 1. Chapter 36, Section 36.127, Addition of One-Time Revenue or Excess Reserves, is hereby amended as follows (strikethrough is deleted text and underline is new text):

CHAPTER 36.127 ADDITION OF ONE-TIME REVENUE OR EXCESS RESERVES

Nothing in this subchapter shall be construed to limit contribution of unrestricted one-time revenue or unrestricted excess reserves to the permanent fund. The Governing Body may, by resolution, add to the permanent fund principal amount. Such contributions shall be ~~made in July of any year and~~ added to the new principal for that year for purposes of determining future distributions.

Section 2. Severability Clause. If any section, paragraph, clause, or provision of this Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this

Ordinance or the regulation so challenged.

Section 3. Compiling Clause. This Ordinance shall be incorporated in and compiled as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

Section 4. Effective Date. This Ordinance shall become effective ten days after adoption.

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D34

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Public Works

SUBJECT:
D34, Advice and Consent of the Governing Body to Award a Contract to All-Rite Construction

BACKGROUND AND ANALYSIS:

The Public Works Department's Building Maintenance & Custodial Division has been repairing water leaks for several years within City Hall's four-story atrium window structure. The previous repairs over the years have not been successful; therefore, a complete reseal of the structure is necessary to prevent further water intrusion and damage.

The Building Maintenance & Custodial Division has been working with All-Rite Construction, a general contractor, which has a current cooperative price agreement with the State of New Mexico and has provided a proposal in compliance with said State Price Agreement for $870,696.10, including NMGRTs. The Public Works Department currently has funding available for the project, which was included and approved as part of the Fiscal Year 2025 Budget.

The proposal includes resealing all four stories of the atrium windows and the 4^{th} floor roof windows. Furthermore, the proposal includes repairing all interior water damage, sheetrock, tape and texture, and painting.

Pursuant to adopted policy, the advice and consent of the Governing Body is required for contracts in excess of $500,000.

IMPACT:

The project will provide a long-term solution for water intrusion at City Hall and prevent further damage.

ALTERNATIVES:

Provide advice and consent.

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:
Staff recommends approval.

ATTACHMENT: Windows Bid Proposal
ATTACHMENT: Price Agreement

ALL-RITE CONSTRUCTION INC. LIC. 82136

539 Oliver Ross Dr.
Albuquerque, NM 87121
Ph: (505) 344-7663
Fax: (505) 898-8239

Proposal Submitted To:
City of Rio Rancho Public Works
RE: City Hall Atrium Window Leak Repairs
Proposal Submitted By: Jason Bianchetti
Attention: Eric Voccio- Program Manager City of Rio Rancho Public Works
Rio Rancho City Hall
3200 Civic Center Cir NE
Rio Rancho, NM 87144
August 15, 2024
PRICE AGREEMENT 40-00000-23-00034

Description
Ritecon would like to hereby propose executing a turnkey project for the City of Rio Rancho's City Hall Atrium which includes the east curtain wall, west curtain wall and rooftop curtain wall (see attached photos). The project scope is as detailed below. Compensation is as follows.

Grand Total bonded at %4 : $870,696.10

Project duration: 8-10 weeks (pending weather)

Authorized All-Rite Construction Project Manager: Jason Bianchetti *Jason Bianchetti*

Pricing is valid for 120 days

Scope of Work

Preconstruction services

- Administrative coordination
- Subcontractor & equipment procurement

General Requirements

- Builders risk and general liability insurance
- PM management & coordination
- Project master schedule and weekly 3-week look ahead
- Material submittals
- Quality control and control inspections
- Temporary facilities and utilities
- Waste management
- Safety
- Closeouts & training

Mobilization

- Flagging and barricading as necessary for all work areas and areas where heave equipment will be utilized
- Construction signage
- Scaffold will be set and inspected on lower roofs for access including 39’ bridge planks relocated up to 8 times for east side atrium glass accessibility
- Project supervision

Metals

- Allowance for replacement of top of building coping replacement
- Possible metal flashing filler to conceal inaccessible area
- Possible Metal facia to be removed for access to remove windows on west end of building to access structural glass for sealant install

Thermal & moisture

- Existing joint sealant removed from aluminum frame to exterior façade connection
- Existing joint sealant removed from aluminum frame to structural framing connection
- Existing joint sealant removed from structural glass to glass connection
- Re caulk joints between aluminum frames and exterior façade with 795 structural sealant
- Re caulk joints between aluminum frames and structural glass with 795 structural sealant
- Re-seal joints at structural glass to glass connections using 2” Dow Corning 123 tape
- Re caulk interior drywall to aluminum frame connection
- Patch and repair roof where scaffold tie down connections were made

Finishes

- Patch and repair interior water damaged drywall to level 5 (all 4 floors)
- Paint all patches
- Clean water spots off surrounding interior steel and window frames

Warranty

- The above work carries a 1-year labor and materials warranty.

Exclusions

- Work in any area aside from atrium windows – any area not marked on attached photo is not included
- Hazardous material testing and abatement
- Appliances
- Weekend or holiday work
- Window cleaning interior or exterior
- Work in winter or summer months (project must be done in fall or spring for proper sealant application criteria
- A&E services
- Permitting
- Anything not specifically mentioned

All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from specifications involving extra costs will be executed upon either written or verbal orders and will become an extra charge over and above the price quote. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Cost Breakdown

Material & Equipment Breakdown				
Item	*Quantity*			*Cost*
General requirements – consumables				$7,500.00
Flagging, barricading, temp fence & signage				$8,500.00
Scaffold (turnkey)				$251,486.00
Crane for scaffold erection & take down				$12,090.00
Metals (Allowance)				$15,000.00
Thermal & moisture (Sealants turnkey)				$295,650.00
Thermal & moisture (roof repairs)				$6,750.00
Finishes				$9,500.00
Heavy equipment				$22,000.00
Subtotal Materials & equipment				$628,476.00
Dumpsters, Disposal, Porta Potty				$3,200.00
Total Materials & Equipment				$631,676.00
Labor Breakdown Contractor (AC)				
Crew Member		Hours	Rate	Total
Journeyman		550	$85.00	$46,750.00
Superintendent		320	$85.00	$27,200.00
Laborer		425	$85.00	$36,125.00
Diagnosis, Project Estimates, troubleshooting, other (Page 40)		150	$250.00	$37,500.00
Labor total				$147,575.00
Subtotal: Material, Equipment & Labor				$779,251.00
Bond 4%				$31,170.04
Tax 7.4375% July 2024 – Dec. 2024				$60,275.06

Total Proposal Bonded at 3.0% **$870,696.10**

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
2 Vendors

Number**: 40-00000-23-00034**

Amendment No.**: One**

Term**: December 29, 2023 – December 28, 2024**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist**: Tami Concha** JC

Telephone No.**: (505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title**: General Construction Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

To include Vendor ID Numbers for Vendors (BK) 0000177821 S&G Construction, LLC and (BP) 0000178262 Villalobos Builders, LLC.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/27/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

MS

DocuSign

Certificate Of Completion

Envelope Id: E0365BB09F8D4B71AA3D06C8EEDCCDE7
Status: Completed
Subject: Please DocuSign: 40-00000-23-00034 General Construction A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Tami Concha
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Tami.Concha@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/27/2024 1:49:34 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:09 PM Viewed: 3/27/2024 1:51:34 PM Signed: 3/27/2024 1:51:46 PM
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:47 PM Viewed: 3/27/2024 1:52:02 PM Signed: 3/27/2024 1:52:07 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:52:08 PM Viewed: 3/27/2024 1:54:18 PM Signed: 3/27/2024 1:54:22 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2024 1:51:09 PM
Certified Delivered	Security Checked	3/27/2024 1:54:18 PM
Signing Complete	Security Checked	3/27/2024 1:54:22 PM
Completed	Security Checked	3/27/2024 1:54:22 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
51 Awarded Vendors, See Pages 6-14 for Detail

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **40-00000-23-00034**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

JC

Procurement Specialist**:** **Tami Concha**

Telephone No.**:** **(505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title**:** **General Construction Services**

Term**:** **December 29, 2023 thru December 28, 2024**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Natalie Martinez

Date: 12/29/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with

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due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000073450
3 B Builders, Inc.
1770 Hamilton Ln
Bosque Farms, NM 87068
Matthew Budagher (505) 553-0544
matt.3bbuilders@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 3039120140518
License: 352730

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, New Mexico 87002
Andy Saiz (505) 450-8953
asaiz@aesnm.com

Payment Term: Net 30 Days
Delivery: Per Contract Specs
Public Works: 74620050716
License: 83422

(AC) 0000107401
All Rite Construction, Inc.
dba RiteCon
PO Box 67904
Albuquerque, NM 87193
Meshach Alvarado (505) 344-7663
meschach@ritecon.com

Payment Term: Net 30
Delivery: FOB
Public Works: 3057620140914
License: 82136

(AD) 0000009253
Allied Electric, Inc.
PO Box 28430
Santa Fe, NM 87592-8430
George Maestas (505) 660-1327
george@alliednm.com

Payment Term: Net 30
Delivery: As Requested by owner
Public Works: 1365320100416
License: 351269

(AE) 0000054601
AnchorBuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
Raymond Zamora 505.342.2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30
Delivery: Destination
Public Works: 2492520120713
License: 81458

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(AF) 0000046277
B & D Industries, Inc.
PO Box 561617
Denver, CO 80256
Jamie Westerfield 505-332-9841
jwesterfield@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 191702011629
License: 1426

(AG) 0000083208
Boyd Construction, LLC
1000 Cordova Pl. #987
Santa Fe, NM 87505
Lawrence Boyd 505 699-4787
Lboyd1888@aol.com

Payment Term: Net 30
Delivery: 1000 Cordova Pl 987 Santa Fe, NM 87505
Public Works: 26114334852023
License: 411057

(AH) 0000051994
Classic Industries, Inc.
P.O. Box 434
Dona Ana, NM 88032
Richard J. Lara 575-523-2053
office@classicindincnm.com

Payment Term: Net 30
Delivery: As requested per requirements per award
Public Works: 897720090125
License: 55595

(AI) 0000174779
Colt Builders, Inc.
5304 Raton HWY
Des Moines, New Mexico 88418
Lonnie Cruz 505-850-3312
lonnie@coltbuildersinc.com

Payment Term: Net 30
Delivery: Destination
Public Works: 28141371662017
License: 92919

(AJ) 0000138100
Consolidated Builders of NM, LLC
PO Box 26785
Albuquerque, NM 87125
Manuel Apodaca 505 873 6139
consolidatedbuilders@comcast.net

Payment Term: Net 30
Delivery: 116 Veranda Rd NW
Albuquerque, NM 87107
Public Works: 2548820121019
License: 59613

(AK) 0000170527
Cordova Contracting & Development, LLC
7411 Hancock Ct. NE
Albuquerque, NM 87109
Mark A. Cordova (505) 243-9675
purchasing@cordovallc.com

Payment Term: Net 30
Delivery: As requested.
Public Works: 25224592712018
License: 85391

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(AL) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe NM 87501
Mitchel Davenport 505-660-7105
mitch@dcmnm.com

Payment Term: Net 30
Delivery: 3201 Mercantile Court, Suite A
Santa Fe NM 87507
Public Works: 2901220130531
License: 369676

(AM) 0000170503
Elite Communications & Construction LLC
1950 Bosque Farms Blvd
Bosque Farms, NM 87068
Gabe Trujillo 505-295-8000
gabe@elitenm.com

Payment Term: Net 30
Delivery: As requested, job site, or yard location at
1950 Bosque Farms Blvd
Bosque Farms NM 87068
Public Works: 28148871042020
License: 391781

(AN) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
Steven C. Pannell 505-884-2171 X102
spannell@esaconstruction.com

Payment Term: Net 30
Delivery: As required by contract or purchase order.
Public Works: 13420060701
License: 28493

(AO) 0000043596
First Mesa Construction, Inc.
PO Box 92258
Albuquerque, NM 87199-2258
Scott Butterbaugh (505) 250-1468
scott@firstmesa.net

Payment Term: Net 30
Delivery: As Requested
Public Works: 2545020121012
License: 59346

(AP) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams ST NE, Suite B
Albuquerque, NM 87113
Chualing "Lynn" Armijo 505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30
Delivery: 24 hours
Public Works: 2885820130507
License: 82333

(AQ) 0000049692
Franken Construction Company, Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
Brent Franken 505-429-1962
brentfranken@frankenconstruction.com

Payment Term: Net 30
Delivery: Contractors Yard or Jobsite Address
Public Works: 3045220140628
License: 7750

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(AR) 0000154826
Fulcrum Contracting LLC
5400 Sanban Drive
Las Cruces, NM 88005
Robert Macias 575-496-2802
robert@fulcrum-contracting.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28522410262020
License: 402807

(AS) 0000090285
GM Emulsion LLC
5935 Agua Fria Street,
Santa Fe, NM 87507
Fred Marquez 505-471-9981
fred@gmemulsion.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2461320120530
License: 370602

(AT) 0000141388
GME General Building LLC
3225 Richard's Lane Unit A
Santa Fe, New Mexico 87507
Erik Trujillo 505-690-7438
erik@gmegeneralbuilding.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28325764732018
License: 396923

(AU) 0000125463
Global Maven Enterprises, LLC
Po Box 2016
Las Cruces, NM 88004
Azzam Askar 575-571-7417
customerservice@gmellcusa.com

Payment Term: Net 30
Delivery: 1065 S. Main St. Building D Suite E
Las Cruces, NM 88005
Public Works: 1761920150824
License: 389804

(AV) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, New Mexico 87190
Jesse Luna 505-880-1819
jluna@heinm.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 2495720120723
License: 61439

(AW) 0000046616
Highland Enterprises, Inc.
PO Box 2409
Las Cruces, NM 88004
Mark Hettinga 575-524-3551
hei@highlandnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 971920090606
License: 4460

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(AX) 0000127038
Illmatic Construction Inc.
520 Barela Lane
Santa Fe, NM 87505
Joann Sandoval 505-920-1951
illmatic505@gmail.com

Payment Term: Net 30
Delivery: as requested
Public Works: 21617625602016
License: 91673

(AY) 0000129254
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM, 87505
Joe Robert Mendez Jr. 505-920-9768
jrmconstruction65@yahoo.com

Payment Term: Net 30
Delivery: FOB DESTINATION
Public Works: 28112303762022
License: 372261

(AZ) 0000167639
Jaypen Construction LLC
101 B Paseo Nopal
Santa Fe, NM 87507
Jeremy Martinez 505-920-0710
jeremy.jaypenconst@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28738509952022
License: 406984

(BA) 0000174921
L Martinez Construction LLC
P.O. Box 662
Santa Cruz, New Mexico 87567
Lionel Martinez (505) 614-6007
llmartinezconst@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 29214840592023
License: 410900

(BB) 0000111171
LLR Construction, LLC
2015 Wyoming Blvd. NE Suite I
Albuquerque NM 87112
Doug Langley 505-850-4533
doug@llrconstructionnm.com

Payment Term: Net 30
Delivery: 2015 Wyoming Blvd. NE Suite I
Albuquerque NM 87112
Public Works: 3009120130927
License: 371032

(BC) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
Cesar Molina 915-526-8739
cesarm@nine-degrees.com

Payment Term: Net 30
Delivery: Same as remit address
Public Works: 24651036262017
License: 381568

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(BD) 0000049258
Northern Mountain Constructors, Inc.
PO Box 348
El Prado, NM 87529
Claire Moore 575-758-4395
claire@nmconstructors.com

Payment Term: Net 30
Delivery: as requested
Public Works: 3046520140706
License: 27983

(BE) 0000114869
Pluma, LLC
6301 4th St. NW Suite 1
Albuquerque, NM 87107
Kodi (505) 345-0755
kodi@plucys.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 1755520150602
License: 387286

(BF) 0000148381
Prestigious Paving, LLC
2706 Chamisal Avenue
Gallup NM 87301
Zane Munoz 505-488-2333
prestigiouspaving@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28419195262022
License: 401665

(BG) 0000116761
Prime Builders, LLC
P.O. Box 91480
Albuquerque, NM 87199
Eric Peterson 505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
Delivery: As requested
Public Works: 2496820120723
License: 365323

(BH) 0000132517
R and M Construction, LLC
PO Box 1026
Alcalde, NM 87511
Robert Sanchez 505-927-2027
robert@rmconstructionnm.com

Payment Term: Net 30
Delivery: Email - robert@rmconstructionnm.com
Public Works: 2416920120330
License: 367912

(BI) 0000142264
Red Seven Electric LLC
PO Box 181
Jarales, NM 87023
Manuel Medina 505-859-5414
mmedina@redsevenelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28211398962018
License: 391745

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(BJ) 0000135923
Road Runer Plaster & Drywall, LLC
3272 Ojos De Jo
Santa Fe, NM 87507
Alvaro Ivan Erives 505 670-3426
IvanRoadRunner@live.com

Payment Term: Net 30
Delivery: As requested
Public Works: 22733316402017
License: 367027

(BK) Not in SHARE
S&G Construction, LLC
21 Lumbre Del Sol
Espanola, NM 87532
Sukhwinder Singh 505-603-4969
swscfo@gmail.com

Payment Term: Net 30
Delivery: Job Order Contracting
Public Works: 29220605632023
License: 60248

(BL) 0000009789
SDV Construction, Inc.
8912 Adams St NE
Albuquerque, NM 87113
Paul Farless 505-883-3176
estimating@sdvconstruction.com

Payment Term: Net 30
Delivery: Destination
Public Works: 168920070104
License: 92744

(BM) 0000076453
Sanchez Demolition Inc.
PO Box 721
Bosque, NM 87006
Michael Lovato 505-864-7551
sanchezdemolition@gmail.com

Payment Term: Net 30 days from receipt of invoice
Delivery: 16 Miranda Rd. Veguita, NM 87062
Public Works: 1745120150208
License: 359736

(BN) 0000137030
Sweep Construction
4904 Jefferson St NE Suite E,
Albuquerque, New Mexico, 87109
Sara Petersen 505-881-1461
sweepconstruction@gmail.com

Payment Term: Net 30
Delivery: as requested
Public Works: 2255620110606
License: 369821

(BO) 0000170501
The Aisling Company, LLC
2327 State Rd. 1
Socorro, NM 87801
Casey A. Spurgin 505-871-1000
info@aislingco.com

Payment Term: 21 days after submission
Delivery: As Requested, Scheduled
Emergency response with 24-48 hrs.
Public Works: 28231792042019
License: 393602

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(BP) Not in SHARE
Villalobos Builders, LLC
4711 Grand Avenue NE
Albuquerque, NM 87108
Myra E Villalobos (505) 235-9293
villalobosbuildersllc@outlook.com

Payment Term: Net 30
Delivery: As requested
Public Works: 28632742872023
License: 405579

(BQ) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
Rocky Martin (575) 769-2618
Orders/Sales wwrc@wwrcinc.com

Payment Term: Net 30 days
Delivery: As Requested
Public Works: 100222009703
License: 54124

(BR) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE,
Albuquerque, NM 87107
Orders/Sales: (505) 899-3535
c.mcmahan@weilconstruction.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 3027220140401
License: 92233

(BS) 0000052947
Western Mechanical Co.
dba Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque NM, 87107
Orders/Sales: (505) 341-4458
mike.westernmechanical@gmail.com

Payment Term: 30 Days
Delivery: Email
Public Works: 2888620130507
License: 82364

(BT) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
Catlin (575) 437-7816
catlin@whitesandsconstruction.com

Payment Term: Net 30
Delivery: 1700 10th Street Alamogordo, NM 88310
Public Works: 115042009091
License: 50235

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(BU) 0000150396
Justin Wilson
dba Wilson Construction Services, LLC
123 Buckboard Trl.
Nogal, NM 88341
Orders/Sales: Christina 303-242-2631
wilsonconstruction2020@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28442702582022
License: 401335

(BV) 0000091459
Rogers, Yei
dba Wizer Electric, LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Gabriel Rodriguez 505-771-4973
gabe.wizerelectric@yahoo.com

Payment Term: Net 30
Delivery: 6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Public Works: 2428320120413
License: 369333

(BW) 0000177783
Young Guns Construction, LLC
3485 Highway 47
Los Lunas, New Mexico 87031
John Trujillo (505) 415-0444
ygc.llc@yahoo.com

Payment Term: Net 30
Delivery: FOB: Destination Delivery: As Required
Public Works: 28508000422023
License: 408709

(BX) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
Cameron Kilcup (505) 828-0060
camkilcup@facilitybuild.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 187432011601
License: 88676

(BY) 0000082084
Munoz Corporation
PO Box 850
Gallup, NM 87301
George Munoz (505) 722-6570
munozcorp@yahoo.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28504398162023
License: 59907

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Specifications:
Establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law (using agency or local public body).

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of each project, shall not exceed Four Million Dollars ($4,000,000.00). This cap includes all change orders associated with the project. Since NMSA 1978 Section 13-1-154.1 sets the cap thresholds, if modified during the term of this Agreement, any revisions to the NMSA will apply.

Legislation Affecting Price Agreement:
If future legislation affects any terms or conditions of the Price Agreement the Price Agreement may be amended to comply with the legislation.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

The vendor shall request from his insurer that the agency or local public body be named "Additional Insured" on an insurance certificate showing the vendor's insurance coverages.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

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Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s). The cost of the bonds may be passed on to the agency or local public body.

A Subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred and twenty-five thousand dollars ($125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to any substitution of an approved Subcontractor.

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted*.** **No** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's

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license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____
Contractor's classification no.: _____
State tax identification no.: _____
Public Works Registration Number*: _____
*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement. Awards for these services will be made on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work.

Scope of Work:
Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state.

Contractors shall have the technical staff to perform diagnostic services; provide incidental design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

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Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall cover all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

Taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

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Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ. The Contractor's written quote will be valid for thirty (30) days, unless otherwise stipulated on the quote.

There will be NO markups allowed. A negotiated fixed fee may be added as a cost for compensation to cover the cost of overhead, profit and any other general expenses as it pertains to the project.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of five percent markup for administrative costs.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. To that end, the Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials may be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased. Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project if requested. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a Contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

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The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency. The quote shall separate the cost of itemized materials (with any applicable discounts), labor, per diem and mileage, bonds, permits, insurance, subcontractor quote(s), itemized equipment costs, any design fees needed for stamped drawings, gross receipts tax, itemized direct site overhead costs such as portable toilets, dumpsters, temporary fencing, scaffolding, signage, traffic management, work area barriers and protective equipment, materials testing, job trailers, storage pods, etc. Job workers/project manager/superintendent's cost for vehicles or phones or gas is **not** permitted.

The Contractor's quote for mileage and per diem must be priced as follows:
"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference the GSA rates in Section Lodging by month and Section Meals & Incidentals Breakdown link: https://www.gsa.gov/travel/plan-book/per-diem-rates
"Mileage Rate" for any mileage quoted for contracted work as defined below: "Mileage Rate" means "Only the mileage from the dispatch to the job site for each mile traveled by vehicle as referenced in IRS standard mileage rates using link https://www.irs.gov/taxprofessionals/standard-mileage-rates in excess of 50 miles one way". The mileage shall be calculated with https://tripmaker.randmcnally.com

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, may be prosecuted.

Change Orders:
Any change orders to the project scope will require an additional RFQ requesting the backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. The pricing shall conform to the SPA. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

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Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice. The date of Substantial Completion shall be described in the RFQ or related construction contract. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ or related construction contract, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ or construction contract per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order or related construction contract under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

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

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E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) Require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements;
   (2) Reduce the Purchase Order price to reflect the reduced value of the services performed.

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

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:
The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine.. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

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D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. An updated critical path schedule shall be presented with any change orders and with every pay application.

D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. Report date and who prepared the report;
   2. Weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. Companies present by name and their number of workers, work location, total man hours that day for each company;
   4. Equipment - type, source, units of work done, location of work, hour meter reading;
   5. Material brought to site - description, units, quantity, quality, location, time;
   6. Visitors to site - name, company, time;
   7. Safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome;
   8. Quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. As-Built drawings delivered in autocad or electronic format;
e. Written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. Delivery of all warranties required by the Work;
g. All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. Completed Operations Liability insurance policy certificate, if applicable;
i. Training of staff on all applicable building systems;
j. All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. Utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. Certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:
The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion whichever is longest. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:
Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

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BID INFORMATION:
"Tax" The bid prices for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es).

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate. The Hourly Rate does not include mileage, per diem or lodging.

"Offeror" shall reference all work positions associated with this project, and each position's firm, fixed hourly rate. This hourly rate does not include billable reimbursable rates for mileage, meals or lodging. The State of New Mexico, at its discretion, may negotiate lower rates on a project by project basis, with the awarded Contractor.

Hourly rates are requested for the three (3) levels of personnel. ***All items for pricing must be filled in.*** If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Labor Rates:
1. Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

2. Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

3. Laborer: a person with minimal experience, performing minor forms of labor.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

Holidays: Holidays will be considered "After Hours" and paid at "After Hours" rates.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items, his Bid may be rejected.

Bids for these services are requested on a statewide basis. The intent in the bid evaluation is to add up all of the items from Items 1 through 16 in order to determine the low bidders.

*****End of Specifications*****

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Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
1	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Superintendent, regular hours**		
				$75.00	(AA)
				$75.00	(AB)
				$85.00	(AC)
				$95.00	(AD)
				$73.70	(AE)
				$105.00	(AF)
				$65.00	(AG)
				$82.30	(AH)
				$85.00	(AI)
				$95.00	(AJ)
				$76.00	(AK)
				$68.00	(AL)
				$72.50	(AM)
				$180.00	(AN)
				$108.11	(AO)
				$175.00	(AP)
				$51.72	(AQ)
				$100.00	(AR)
				$150.00	(AS)
				$150.00	(AT)
				$36.25	(AU)
				$100.00	(AV)
				$80.00	(AW)
				$195.00	(AX)
				$155.00	(AY)
				$100.00	(AZ)
				$85.00	(BA)
				$87.85	(BB)
				$75.00	(BC)
				$150.00	(BD)
				$80.40	(BE)
				$92.00	(BF)
				$72.50	(BG)
				$85.00	(BH)
				$65.00	(BI)
				$65.00	(BJ)
				$75.00	(BK)
				$70.33	(BL)
				$103.07	(BM)
				$80.00	(BN)
				$165.00	(BO)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 1 - Continued		
				$99.78	(BP)
				$98.00	(BQ)
				$90.00	(BR)
				$70.00	(BS)
				$100.00	(BT)
				$93.00	(BU)
				$80.00	(BV)
				$85.00	(BW)
				$132.47	(BX)
				$90.00	(BY)
2	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Superintendent, after hours**		
				$112.50	(AA)
				$85.00	(AB)
				$85.00	(AC)
				$110.00	(AD)
				$73.70	(AE)
				$120.00	(AF)
				$75.00	(AG)
				$118.37	(AH)
				$85.00	(AI)
				$142.50	(AJ)
				$76.00	(AK)
				$102.00	(AL)
				$88.00	(AM)
				$200.00	(AN)
				$162.17	(AO)
				$250.00	(AP)
				$77.58	(AQ)
				$150.00	(AR)
				$225.00	(AS)
				$205.00	(AT)
				$61.62	(AU)
				$150.00	(AV)
				$100.00	(AW)
				$195.00	(AX)
				$185.00	(AY)
				$125.00	(AZ)
				$115.00	(BA)
				$131.77	(BB)
				$95.00	(BC)
				$225.00	(BD)
				$120.61	(BE)
				$145.00	(BF)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 2 - Continued		
				$83.37	(BG)
				$95.00	(BH)
				$85.00	(BI)
				$75.00	(BJ)
				$85.00	(BK)
				$77.86	(BL)
				$173.14	(BM)
				$100.00	(BN)
				$225.00	(BO)
				$149.67	(BP)
				$126.00	(BQ)
				$90.00	(BR)
				$95.00	(BS)
				$120.00	(BT)
				$103.00	(BU)
				$120.00	(BV)
				$127.50	(BW)
				$165.42	(BX)
				$155.00	(BY)
3	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Journeyman or Experienced worker, regular hours**		
				$60.00	(AA)
				$70.00	(AB)
				$85.00	(AC)
				$105.00	(AD)
				$60.50	(AE)
				$90.00	(AF)
				$49.00	(AG)
				$78.41	(AH)
				$70.00	(AI)
				$95.00	(AJ)
				$54.00	(AK)
				$64.00	(AL)
				$58.50	(AM)
				$140.00	(AN)
				$108.11	(AO)
				$150.00	(AP)
				$48.53	(AQ)
				$125.00	(AR)
				$150.00	(AS)
				$125.00	(AT)
				$73.84	(AU)
				$75.00	(AV)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 3 - Continued		
				$65.00	(AW)
				$165.00	(AX)
				$135.00	(AY)
				$85.00	(AZ)
				$67.00	(BA)
				$69.66	(BB)
				$70.00	(BC)
				$150.00	(BD)
				$112.83	(BE)
				$120.00	(BF)
				$67.50	(BG)
				$80.00	(BH)
				$100.00	(BI)
				$49.00	(BJ)
				$55.00	(BK)
				$62.54	(BL)
				$134.44	(BM)
				$70.00	(BN)
				$145.00	(BO)
				$85.88	(BP)
				$88.00	(BQ)
				$75.00	(BR)
				$70.00	(BS)
				$60.00	(BT)
				$70.00	(BU)
				$75.00	(BV)
				$80.00	(BW)
				$125.27	(BX)
				$120.00	(BY)
4	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Journeyman or Experienced worker, after hours**		
				$90.00	(AA)
				$75.00	(AB)
				$85.00	(AC)
				$125.00	(AD)
				$70.40	(AE)
				$110.00	(AF)
				$56.00	(AG)
				$111.07	(AH)
				$105.00	(AI)
				$142.50	(AJ)
				$65.00	(AK)
				$96.00	(AL)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 4 - Continued		
				$74.00	(AM)
				$155.00	(AN)
				$162.17	(AO)
				$200.00	(AP)
				$72.80	(AQ)
				$135.00	(AR)
				$225.00	(AS)
				$150.00	(AT)
				$95.36	(AU)
				$112.50	(AV)
				$90.00	(AW)
				$165.00	(AX)
				$155.00	(AY)
				$110.00	(AZ)
				$85.00	(BA)
				$104.49	(BB)
				$90.00	(BC)
				$225.00	(BD)
				$169.24	(BE)
				$155.00	(BF)
				$77.63	(BG)
				$95.00	(BH)
				$110.00	(BI)
				$56.00	(BJ)
				$85.00	(BK)
				$72.55	(BL)
				$176.48	(BM)
				$90.00	(BN)
				$205.00	(BO)
				$128.82	(BP)
				$106.00	(BQ)
				$112.50	(BR)
				$95.00	(BS)
				$85.00	(BT)
				$90.00	(BU)
				$113.00	(BV)
				$120.00	(BW)
				$158.22	(BX)
				$150.00	(BY)
5	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Laborer, regular hours**		
				$35.00	(AA)
				$65.00	(AB)
				$85.00	(AC)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$55.00	(AD)
				$49.50	(AE)
				$75.00	(AF)
				$28.00	(AG)
				$50.21	(AH)
				$45.00	(AI)
				$55.00	(AJ)
				$44.00	(AK)
				$62.00	(AL)
				$40.00	(AM)
				$100.00	(AN)
				$83.23	(AO)
				$100.00	(AP)
				$33.81	(AQ)
				$80.00	(AR)
				$75.00	(AS)
				$100.00	(AT)
				$21.50	(AU)
				$50.00	(AV)
				$55.00	(AW)
				$135.00	(AX)
				$120.00	(AY)
				$55.00	(AZ)
				$60.00	(BA)
				$41.43	(BB)
				$55.00	(BC)
				$75.00	(BD)
				$59.74	(BE)
				$26.50	(BF)
				$41.50	(BG)
				$65.00	(BH)
				$45.00	(BI)
				$28.00	(BJ)
				$35.00	(BK)
				$54.80	(BL)
				$30.03	(BM)
				$60.00	(BN)
				$105.00	(BO)
				$44.42	(BP)
				$74.00	(BQ)
				$45.00	(BR)
				$60.00	(BS)
				$45.00	(BT)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$50.00	(BU)
				$55.00	(BV)
				$40.00	(BW)
				$87.58	(BX)
				$25.00	(BY)
6	**1**	**Hourly**	**Labor Rate - Projects under Sixty Thousand ($60,000) Laborer, after hours**		
				$52.50	(AA)
				$70.00	(AB)
				$85.00	(AC)
				$65.00	(AD)
				$58.30	(AE)
				$95.00	(AF)
				$35.00	(AG)
				$70.22	(AH)
				$67.50	(AI)
				$82.50	(AJ)
				$54.00	(AK)
				$93.00	(AL)
				$54.00	(AM)
				$110.00	(AN)
				$124.85	(AO)
				$150.00	(AP)
				$50.72	(AQ)
				$110.00	(AR)
				$112.50	(AS)
				$125.00	(AT)
				$36.12	(AU)
				$75.00	(AV)
				$75.00	(AW)
				$135.00	(AX)
				$145.00	(AY)
				$75.00	(AZ)
				$72.00	(BA)
				$62.89	(BB)
				$75.00	(BC)
				$82.50	(BD)
				$89.60	(BE)
				$52.00	(BF)
				$51.73	(BG)
				$80.00	(BH)
				$45.00	(BI)
				$35.00	(BJ)
				$50.00	(BK)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 6 - Continued		
				$74.30	(BL)
				$60.06	(BM)
				$80.00	(BN)
				$125.00	(BO)
				$66.63	(BP)
				$89.00	(BQ)
				$67.50	(BR)
				$85.00	(BS)
				$60.00	(BT)
				$65.00	(BU)
				$83.00	(BV)
				$60.00	(BW)
				$114.89	(BX)
				$50.00	(BY)
7	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Superintendent, regular hours**		
				$75.00	(AA)
				$80.00	(AB)
				$85.00	(AC)
				$110.00	(AD)
				$73.70	(AE)
				$105.00	(AF)
				$65.00	(AG)
				$82.30	(AH)
				$85.00	(AI)
				$95.00	(AJ)
				$76.00	(AK)
				$68.00	(AL)
				$75.00	(AM)
				$180.00	(AN)
				$108.11	(AO)
				$200.00	(AP)
				$51.72	(AQ)
				$135.00	(AR)
				$150.00	(AS)
				$150.00	(AT)
				$36.25	(AU)
				$115.00	(AV)
				$80.00	(AW)
				$130.00	(AX)
				$155.00	(AY)
				$105.00	(AZ)
				$100.00	(BA)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 7 - Continued		
				$87.85	(BB)
				$75.00	(BC)
				$150.00	(BD)
				$80.40	(BE)
				$99.00	(BF)
				$83.37	(BG)
				$85.00	(BH)
				$75.00	(BI)
				$65.00	(BJ)
				$75.00	(BK)
				$92.36	(BL)
				$114.07	(BM)
				$90.00	(BN)
				$165.00	(BO)
				$99.78	(BP)
				$126.00	(BQ)
				$90.00	(BR)
				$70.00	(BS)
				$100.00	(BT)
				$93.00	(BU)
				$98.00	(BV)
				$105.00	(BW)
				$162.10	(BX)
				$101.00	(BY)
8	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Superintendent, after hours**		
				$112.50	(AA)
				$90.00	(AB)
				$85.00	(AC)
				$120.00	(AD)
				$73.70	(AE)
				$120.00	(AF)
				$75.00	(AG)
				$118.37	(AH)
				$85.00	(AI)
				$142.50	(AJ)
				$76.00	(AK)
				$102.00	(AL)
				$88.00	(AM)
				$200.00	(AN)
				$162.17	(AO)
				$275.00	(AP)
				$77.58	(AQ)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 8 - Continued		
				$150.00	(AR)
				$225.00	(AS)
				$205.00	(AT)
				$61.60	(AU)
				$172.50	(AV)
				$100.00	(AW)
				$130.00	(AX)
				$185.00	(AY)
				$130.00	(AZ)
				$130.00	(BA)
				$128.71	(BB)
				$95.00	(BC)
				$225.00	(BD)
				$120.61	(BE)
				$140.00	(BF)
				$95.88	(BG)
				$100.00	(BH)
				$95.00	(BI)
				$75.00	(BJ)
				$95.00	(BK)
				$138.54	(BL)
				$176.44	(BM)
				$110.00	(BN)
				$225.00	(BO)
				$149.67	(BP)
				$153.00	(BQ)
				$90.00	(BR)
				$95.00	(BS)
				$120.00	(BT)
				$103.00	(BU)
				$147.00	(BV)
				$150.00	(BW)
				$206.87	(BX)
				$155.00	(BY)
9	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Journeyman, regular hours**		
				$60.00	(AA)
				$75.00	(AB)
				$85.00	(AC)
				$120.00	(AD)
				$70.50	(AE)
				$90.00	(AF)
				$49.00	(AG)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$78.41	(AH)
				$70.00	(AI)
				$95.00	(AJ)
				$88.00	(AK)
				$64.00	(AL)
				$68.00	(AM)
				$140.00	(AN)
				$108.11	(AO)
				$175.00	(AP)
				$48.53	(AQ)
				$125.00	(AR)
				$150.00	(AS)
				$125.00	(AT)
				$78.36	(AU)
				$90.00	(AV)
				$75.00	(AW)
				$110.00	(AX)
				$135.00	(AY)
				$90.00	(AZ)
				$82.00	(BA)
				$68.04	(BB)
				$70.00	(BC)
				$150.00	(BD)
				$157.77	(BE)
				$152.00	(BF)
				$77.63	(BG)
				$85.00	(BH)
				$125.00	(BI)
				$49.00	(BJ)
				$55.00	(BK)
				$75.42	(BL)
				$169.74	(BM)
				$80.00	(BN)
				$145.00	(BO)
				$85.88	(BP)
				$106.00	(BQ)
				$75.00	(BR)
				$70.00	(BS)
				$60.00	(BT)
				$70.00	(BU)
				$90.00	(BV)
				$90.00	(BW)
				$153.70	(BX)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$150.00	(BY)
10	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Journeyman, after hours**		
				$90.00	(AA)
				$80.00	(AB)
				$85.00	(AC)
				$130.00	(AD)
				$78.50	(AE)
				$110.00	(AF)
				$56.00	(AG)
				$111.07	(AH)
				$105.00	(AI)
				$142.50	(AJ)
				$88.00	(AK)
				$96.00	(AL)
				$82.00	(AM)
				$155.00	(AN)
				$162.17	(AO)
				$250.00	(AP)
				$72.80	(AQ)
				$135.00	(AR)
				$225.00	(AS)
				$150.00	(AT)
				$95.60	(AU)
				$135.00	(AV)
				$95.00	(AW)
				$110.00	(AX)
				$155.00	(AY)
				$120.00	(AZ)
				$98.00	(BA)
				$102.06	(BB)
				$90.00	(BC)
				$225.00	(BD)
				$236.66	(BE)
				$202.00	(BF)
				$89.27	(BG)
				$100.00	(BH)
				$125.00	(BI)
				$56.00	(BJ)
				$85.00	(BK)
				$116.35	(BL)
				$246.20	(BM)
				$100.00	(BN)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 10 - Continued		
				$205.00	(BO)
				$128.82	(BP)
				$127.00	(BQ)
				$112.50	(BR)
				$95.00	(BS)
				$85.00	(BT)
				$90.00	(BU)
				$135.00	(BV)
				$130.00	(BW)
				$199.66	(BX)
				$220.00	(BY)
11	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Laborer, regular hours**		
				$35.00	(AA)
				$70.00	(AB)
				$85.00	(AC)
				$65.00	(AD)
				$57.00	(AE)
				$75.00	(AF)
				$28.00	(AG)
				$50.21	(AH)
				$45.00	(AI)
				$55.00	(AJ)
				$60.00	(AK)
				$62.00	(AL)
				$47.00	(AM)
				$100.00	(AN)
				$83.23	(AO)
				$125.00	(AP)
				$33.81	(AQ)
				$85.00	(AR)
				$75.00	(AS)
				$100.00	(AT)
				$37.37	(AU)
				$65.00	(AV)
				$55.00	(AW)
				$90.00	(AX)
				$120.00	(AY)
				$60.00	(AZ)
				$72.00	(BA)
				$40.95	(BB)
				$55.00	(BC)
				$75.00	(BD)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 11 - Continued		
				$74.14	(BE)
				$50.50	(BF)
				$51.73	(BG)
				$75.00	(BH)
				$50.00	(BI)
				$28.00	(BJ)
				$35.00	(BK)
				$57.78	(BL)
				$57.94	(BM)
				$70.00	(BN)
				$105.00	(BO)
				$44.42	(BP)
				$89.00	(BQ)
				$45.00	(BR)
				$60.00	(BS)
				$45.00	(BT)
				$50.00	(BU)
				$65.00	(BV)
				$50.00	(BW)
				$114.54	(BX)
				$50.00	(BY)
12	**1**	**Hourly**	**Labor Rate - Projects over Sixty Thousand ($60,000) Wage Decision Projects, Laborer, after hours**		
				$52.50	(AA)
				$75.00	(AB)
				$85.00	(AC)
				$75.00	(AD)
				$60.00	(AE)
				$95.00	(AF)
				$35.00	(AG)
				$70.22	(AH)
				$67.50	(AI)
				$82.50	(AJ)
				$71.00	(AK)
				$93.00	(AL)
				$59.00	(AM)
				$110.00	(AN)
				$124.85	(AO)
				$175.00	(AP)
				$50.72	(AQ)
				$110.00	(AR)
				$112.50	(AS)
				$125.00	(AT)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 12 - Continued		
				$56.06	(AU)
				$97.50	(AV)
				$68.00	(AW)
				$90.00	(AX)
				$145.00	(AY)
				$80.00	(AZ)
				$85.00	(BA)
				$61.43	(BB)
				$75.00	(BC)
				$82.50	(BD)
				$112.12	(BE)
				$104.50	(BF)
				$59.49	(BG)
				$90.00	(BH)
				$65.00	(BI)
				$35.00	(BJ)
				$50.00	(BK)
				$86.75	(BL)
				$115.87	(BM)
				$90.00	(BN)
				$125.00	(BO)
				$66.63	(BP)
				$112.00	(BQ)
				$67.50	(BR)
				$85.00	(BS)
				$60.00	(BT)
				$65.00	(BU)
				$98.00	(BV)
				$70.00	(BW)
				$150.31	(BX)
				$100.00	(BY)
13	**1**	**Hourly**	**Labor Rate - Diagnosis, project estimates, troubleshooting, or other not listed**		
				$100.00	(AA)
				$65.00	(AB)
				$250.00	(AC)
				$125.00	(AD)
				$90.00	(AE)
				$90.00	(AF)
				$125.00	(AG)
				$86.21	(AH)
				$90.00	(AI)
				$145.00	(AJ)
				$140.00	(AK)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 13 - Continued		
				$125.00	(AL)
				$85.00	(AM)
				$100.00	(AN)
				$115.62	(AO)
				$200.00	(AP)
				$51.72	(AQ)
				$100.00	(AR)
				$250.00	(AT)
				$85.00	(AU)
				$100.00	(AV)
				$100.00	(AW)
				$150.00	(AX)
				$225.00	(AY)
				$150.00	(AZ)
				$200.00	(BA)
				$87.85	(BB)
				$75.00	(BC)
				$75.00	(BD)
				$80.40	(BE)
				$100.00	(BF)
				$85.00	(BG)
				$85.00	(BH)
				$85.00	(BI)
				$125.00	(BJ)
				$95.00	(BK)
				$98.86	(BL)
				$93.50	(BM)
				$75.00	(BN)
				$485.00	(BO)
				$120.00	(BP)
				$145.00	(BQ)
				$90.00	(BR)
				$70.00	(BS)
				$110.00	(BT)
				$100.00	(BU)
				$175.00	(BV)
				$100.00	(BW)
				$150.00	(BX)
				$115.00	(BY)
14	**1**	**% Discount**	**Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.**		
				0%	(AA)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				0%	(AB)
				0%	(AC)
				0%	(AD)
				0%	(AE)
				0%	(AF)
				0%	(AG)
				0%	(AH)
				0%	(AI)
				2%	(AJ)
				0%	(AK)
				0%	(AL)
				0%	(AM)
				0%	(AN)
				0%	(AO)
				0%	(AP)
				0%	(AQ)
				0%	(AR)
				0%	(AS)
				0%	(AT)
				2%	(AU)
				0%	(AV)
				0%	(AW)
				0%	(AX)
				0%	(AY)
				0%	(AZ)
				0%	(BA)
				0%	(BB)
				0%	(BC)
				0%	(BE)
				0%	(BF)
				0%	(BG)
				0%	(BH)
				0%	(BI)
				0%	(BJ)
				5%	(BK)
				0%	(BL)
				0%	(BM)
				0%	(BN)
				0%	(BO)
				0%	(BP)
				0%	(BQ)
				0%	(BR)
				15%	(BS)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				0%	(BT)
				0%	(BU)
				2%	(BV)
				0%	(BW)
				0%	(BX)
				0%	(BY)
15	**1**	**Day**	**Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.**		
				$150.00	(AA)
				$125.00	(AB)
				$50.00	(AC)
				$150.00	(AD)
				$180.00	(AE)
				$175.00	(AF)
				$100.00	(AG)
				$175.00	(AH)
				$125.00	(AI)
				$195.00	(AJ)
				$150.00	(AK)
				$131.00	(AL)
				$130.00	(AM)
				$210.00	(AN)
				$195.00	(AO)
				$250.00	(AP)
				$55.00	(AQ)
				$157.00	(AR)
				$150.00	(AS)
				$185.00	(AT)
				$163.00	(AU)
				$276.00	(AV)
				$170.00	(AW)
				$150.00	(AX)
				$185.00	(AY)
				$175.00	(AZ)
				$185.00	(BA)
				$100.00	(BB)
				$120.00	(BC)
				$150.00	(BD)
				$184.75	(BE)
				$120.00	(BF)
				$155.00	(BG)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 15 - Continued		
				$120.00	(BH)
				$225.00	(BI)
				$100.00	(BJ)
				$125.00	(BK)
				$203.71	(BL)
				$66.00	(BM)
				$125.00	(BN)
				$285.00	(BO)
				$150.00	(BP)
				$195.00	(BQ)
				$125.00	(BR)
				$195.00	(BS)
				$150.00	(BT)
				$185.00	(BU)
				$157.00	(BV)
				$200.00	(BW)
				$260.00	(BX)
				$115.00	(BY)
16	**1**	**Mile**	**One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.**		
				$0.50	(AA)
				$1.25	(AB)
				$0.65	(AC)
				$2.50	(AD)
				$1.25	(AE)
				$0.66	(AF)
				$10.00	(AG)
				$1.26	(AH)
				$0.655	(AI)
				$0.66	(AJ)
				$1.00	(AK)
				$0.66	(AL)
				$0.65	(AM)
				$0.655	(AN)
				$1.55	(AO)
				$3.50	(AP)
			* per mile	$1.50	(AQ)
				$1.50	(AR)
				$20.00	(AS)
				$10.00	(AT)

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **40-00000-23-00034**

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 16 - Continued		
				0.655	(AV)
				$0.65	(AW)
				$0.65	(AX)
				$4.50	(AY)
				$3.00	(AZ)
				$10.00	(BA)
				$0.655	(BB)
				$0.65	(BC)
				$4.00	(BD)
				$0.66	(BE)
				$8.50	(BF)
				$0.65	(BG)
			* cents per mile	$0.655	(BH)
				$1.50	(BI)
				$10.00	(BJ)
				$0.75	(BK)
				$0.74	(BL)
				$5.00	(BM)
				$1.00	(BN)
				$3.75	(BO)
				$0.87	(BP)
				$1.85	(BQ)
				$0.655	(BR)
				$1.25	(BS)
				$0.57	(BT)
				$2.50	(BU)
				$0.25	(BV)
				$1.75	(BW)
				$0.655	(BX)
				$8.50	(BY)

***** 16 Awarded Items Total*****

DocuSign

Certificate Of Completion

Envelope Id: 9C0D0BCE1F9443239C4D6BA4D233D2D9
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-23-00034 General Construction Award
Source Envelope:
Document Pages: 45
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
12/29/2023 1:05:04 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:14 PM Viewed: 12/29/2023 1:13:44 PM Signed: 12/29/2023 1:13:50 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:54 PM Viewed: 12/29/2023 1:14:14 PM Signed: 12/29/2023 1:14:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:14:25 PM Viewed: 12/29/2023 1:23:23 PM Signed: 12/29/2023 1:27:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2023 1:13:14 PM
Certified Delivered	Security Checked	12/29/2023 1:23:23 PM
Signing Complete	Security Checked	12/29/2023 1:27:07 PM
Completed	Security Checked	12/29/2023 1:27:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D35

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Utilities

SUBJECT:
D35, Advice and Consent of the Governing Body to Award a Contract to Professional Meters, Inc.

BACKGROUND AND ANALYSIS:
The City began to deploy and has operated an Automatic Road Metering (AMR) system for water system invoicing for over 16 years. The original installed meters in this system are coming to the end of their design life.

The City is replacing the older AMR meters with the new Sensus (AMI) meters in phases.

Over 2,400 AMI meters as part of Phase 1 of this project were installed in the Cabezon subdivision area beginning in October 2023.

The City put out an invitation for competitive bids (IFB) for Phase 2 of the AMI installations. Professional Meters, Inc. was deemed the lowest responsive bidder for this project.

Phase 2 will consist of installing approximately 5,430 AMI meters total in the Northern Meadows subdivision and Unit 11 areas (see attached maps). Eight months is allotted in the contract to complete project work.

The contractor will work street-to-street and place door hangers a minimum of 48-hours prior to the installation to alert homeowners that water service will be turned off for approximately 1-2 hours to compete replacement work.

The contract amount is $789,988.66, which includes Gross Receipts Tax. Existing Utilities Department revenue sources that have been previously earmarked for this work will be utilized.

Pursuant to adopted policy, the advice and consent of the Governing Body is required for contracts in excess of $500,000.

IMPACT:
Operational efficiencies will be created.

The new metering system will automatically send meter readings to the Utilities Department's computer system four timers per hour, which will allow the Department to determine if there is an interruption of water service to the home. Monthly invoices will be automatically produced based on the reading, saving staff hours in downloading this information. Also, the meter will have the ability

to shutoff system water to the home remotely if a customer is delinquent in making a monthly payment, saving hours of field staff time.

ALTERNATIVES:

Provide advice and consent.

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:

City staff recommends the approval of the contract award to Professional Meters, Inc.

ATTACHMENT: Contract
ATTACHMENT: AMI Northern Meadows Map
ATTACHMENT: AMI Unit 11 Map

Construction Contract 25-043-UT
Installation of Advanced Metering Infrastructure Phase 2

THIS AGREEMENT is made and entered into by and between the City of Rio Rancho, hereinafter referred to as the "City", and Professional Meters, Inc., hereinafter referred to as the "Contractor".

WHEREAS, the City issued an IFB for Installation of Advanced Metering Infrastructure Phase 2, IFB 24-017-UT, on July 21, 2024; incorporated herein by reference; and

WHEREAS, the Contractor submitted a bid in response to IFB 24-017-UT on August 22, 2024; incorporated herein by reference; and

WHEREAS, The City and the Contractor negotiated certain terms regarding the services to be provided pursuant to the IFB 24-017-UT, resulting in the scope of work, cost and labor rates, attached hereto as Exhibit A and Appendix B.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE
The City hereby engages the Contractor to provide the services described in Exhibit A attached hereto.

2. GENERAL CONDITIONS
The general conditions ("General Conditions") of this Agreement shall be the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC) Document C-700, 2007, and modifications thereto incorporated herein by reference.

3. ENGINEER
The ENGINEER of record for this project, as described in the General Conditions, is the City of Rio Rancho.

4. TERM
The Work will be substantially completed within **Two Hundred Forty (240) consecutive calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the EJCDC General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the EJCDC General Conditions.

5. LIQUIDATED DAMAGES
The City and Consultant agree time is of the essence and that, in the case of the consultant's failure to complete the services within the time specified and agreed upon as specified in on the issued purchase order, the city will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of

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such damages shall be the liquidated sum of **Five Thousand dollars ($5,000.00)** per calendar day for each day's delay in finishing the complete services in excess of the number of working days prescribed; and the consultant hereby agrees that said sum shall be deducted from amounts due the consultant under the contract or, if no amount is due the consultant, the consultant hereby agrees to pay to the owner as liquidated damages such total sum as shall be due for such delay, computed as aforesaid

6. CONTRACT PRICE

The City shall pay to the Contractor in full payment for the Contractor's performance of the Contract.in the amount of **Seven Hundred Thirty-Five Thousand, Three Hundred Dollars and Sixty-Seven Cents ($735,300.67)**, as indicated in the base bid, excluding gross receipts tax. In no event will the Contractor be paid for services provided more than the total compensation amount without the contract being amended in writing prior to those services in excess of the total compensation being provided.

7. COMPENSATION AND PAYMENT

For services rendered hereunder, the Contractor shall invoice the City monthly for services provided in accordance with the Contractor's fee schedule included in Exhibit A. Contractor shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable twenty-one (21) days after the City's receipt of the invoice. A Non-Taxable Transaction Certificate will be issued upon award.

8. STANDARD OF PERFORMANCE

The Contractor acknowledges that it has the personnel, experience, and knowledge necessary to qualify for the particular duties to be performed under this Agreement. The Contractor shall perform the work described herein in accordance with the highest standard of care and performance.

9. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all of their employees or consultants retained by the Contractor in the performance of these services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Contractor's relationships with its employees and subcontractors.

10. ASSIGNMENT AND DELEGATION

The Contractor shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Contractor's services. Nor shall the Contractor assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Contractor may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Contractor's right to payment hereunder shall bind the City to pay any person other than the Contractor for services provided hereunder.

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11. RECORDS AND AUDIT

The Contractor shall maintain appropriate accounts and records to adequately identify and account for all costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

12. APPROPRIATIONS

The terms of this Contract and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

13. 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 revealed or made available to any person by the Contractor without the prior written approval of the City.

14. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules, and regulations, and with all applicable ordinances, policies, and procedures.

(b) The Contractor hereby covenants, warrants, and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the generality of the foregoing, the Contractor shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage, or suit arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

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To the extent, if at all, that NMSA § 56-7-1 is applicable to any agreement to indemnify contained in this Contract, and any such agreement to indemnify contained in this Contract is interpreted to indemnify a party against liability, claims, damages, losses, or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by, or resulting from, in whole or in part the negligence, act, or omission of the indemnitee, or the agents or employees of the indemnitee, or any legal entity for whose negligence, acts, or omissions any of them may be liable, any such agreement to indemnify contained this Contract shall not extend to liability, claims, damages, losses, or expenses, including attorney fees, arising out of:

A. The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the indemnitee or the agents or employees of the indemnitee; or

B. giving or failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property

16. FORCE MAJEURE

Neither the City nor the Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

17. LICENSES

The Contractor shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all the Contractor's employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

18. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

<u>For notice to the City:</u>
City of Rio Rancho
Micah Sedillo, Project Manager
3200 Civic Center Circle
Rio Rancho, New Mexico 87144
Telephone: 505-22-4306
Email: msedillo@rrnm.gov

<u>For notice to the Contractor:</u>
Professional Meters, Inc.
Donald Shuler, Sales Director
3605 N State Route 47, Suite E
Morris, IL 60450
Telephone: 260-633-1400
Email: Don.Shuler@prometers.com

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19. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

By: _____

Matthew B. Geisel, City Manager

Date: _____

PROFESSIONAL METERS, INC.

By: _____

John Cummings, Vice President

Date: _____

APPROVED AS TO FORM:

_____

Josh Rubin, City Attorney

Date: _____

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Exhibit A
Installation of Advanced Metering Infrastructure Phase 2
Scope of Work

1. Statement of Scope of Work

Bids are being solicited from bidders who are experienced, established, and are regularly engaged in the work identified in this Invitation for Bid (IFB).

The City of Rio Rancho is soliciting formal bids from qualified and experienced contractors to perform all work associated with the replacement of 5,431 existing Automated Meter Reader (AMR) radio read meters with a new Sensus FlexNet AMI system. This will consist of installing new (Owner Supplied) Sensus (iPERL, Ally & OMNI+) meters, drilling out new and existing fiberglass or plastic meter can lids to accommodate SmartPoint radio transceivers; the replacement of 609 metal dual service cans (Shown on Attachment 7), 115 round single service metal can lids with new (Owner Supplied) non-metal cans and lids (Attachment 7). A total of 87 irrigation meters shall be replaced with new (Owner Supplied) OMNI+ meters (for all meters 1.5 inches and greater in size and limited number of 1-inch meters shown on Attachment 7. A total of 82 Ally meters will be installed at the addresses indicated on Attachment 7.

All salvaged Badger AMR meters that have been replaced, will be returned to the City. The contractor will be responsible for all appurtenances to connect the new meters and transceivers and for returning the area surrounding the existing meter cans at each address to their original condition. The Contractor will be responsible for ensuring that each new meter upon installation, is working properly and sending data. At the end of each day, the contractor will send an electronic spread sheet to the City containing the serial numbers of each meter and transceivers changed out at each address, as well as the old and new meter reading.

All meters and radio transceivers will be supplied by the City for 5,431 residential and irrigation metered connections.

The contractor shall use existing City Standard Technical Specifications, Standard Drawings and Sensus installation instructions and data sheets as the basis for its work performance and shall comply with all existing permitting and policy requirements relating to utility work in the City. All products used must have a valid ASTM or AWWA standard. Failure of the contractor to assure and provide evidence of the valid ASTM or AWWA standard to the City's project manager before installation may require removal and replacement at the contractor's expense.

The work shall be performed in conformance with, but not limited to the City's following Standard Drawings:

Attachment 6 - Sensus Smart Point Model 520M, iPERL, Ally and OMNI+ Smart Water Meter Installation Instructions & Data Sheets.

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Attachment 7 – List of residential addresses, existing meter identification numbers, can and lid type, meter sizes, map of subdivisions.

The Contractor will work with the City and Jacobs operations personnel for all Sensus FlexNet installation activities and system deployment.

Vendor shall submit working red line drawings/As-Builts, following the format and method stated in the Development Process Manual (DPM) Chapter II.7 Revised for Public Works (Attachment 5), to the Project Manager or Project Inspector on a monthly basis in order to obtain payment.

In addition, as part of the Final Record Drawings, a permanent erosion/sediment control plan must be submitted to the Development Services Department (DSD) Engineering Division. The permanent erosion/sediment control plan must include grading and drainage information.

2. Standard Specifications

The Standard Specifications for the Project are: the New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association (NMAPWA); the New Mexico State Department of Transportation (NMDOT) Standard Specifications for Highway and Bridge Construction, Current Edition, as amended and published by the NMDOT; the City of Rio Rancho Standard Details and Specifications for Roads, Drainage, Traffic, Water, and Wastewater; and the City of Rio Rancho modifications to various NMAPWA Sections. Copies of the NMDOT Standard Specifications for Highway and Bridge Construction may be obtained online at: https://dot.state.nm.us/content/nmdot/en/Standards.html. Copies of the City of Rio Rancho Standard Details and Specifications, and NMAPWA modifications may be obtained online at: https://www.rrnm.gov/DesignStandards. The City will utilize Supplemental Condition - SC 3.03.B.2 of the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) to determine order of precedent for dealing with conflicts.

3. Requirement of Vendor Registration with the City of Rio Rancho's Purchasing Office

The awarded vendor must have a current registration with the City of Rio Rancho for the Purchasing Office to issue a Purchase Order on any project. If the Bidder is not currently registered, a completed Vendor Registration Form and W9 must be completed and submitted to the Purchasing Office. Contractors can find these forms and additional information regarding Vendor Registration at the following web address: https://www.rrnm.gov/Vendor. Contractors may also contact the Purchasing Office to check their vendor registration status.

4. Familiarity with Contract Work (Appendix M)

All Contractors bidding on this work must provide proof of installation of a minimum of 1000 Sensus iPERL meters and SmartPoint transceivers or similar system in the last 3 years.

5. Liability

The Contractor is responsible for any damages that occur within 12" on either side of the water meter resulting from the Project installation. Any damage incurred within this 12" area will be

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promptly repaired at the expense of the Contractor. The Contractor is not liable for damages outside the 12" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. The Contractor is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (i.e. leaks) the Contractor may document them and submit a written request to the City Project Manager's attention to ask for repair for a negotiated price.

6. Warranty

Contractor shall warrant to the City that all Work and Services provided by the Contractor shall be performed by the Contractor in a workmanlike manner and in compliance with any specifications set forth in the negotiated contract, with such warranty to expire one (1) year from the date when such Work was performed, or such Services were provided (the "Warranty Period").

7. Payments

The Contractor shall provide to the City on a weekly basis its list of newly completed installations and any itemized additional work. The City will approve installations within ten business days after notification that the installation has been completed and is ready for City inspection. The City shall notify the Contractor of any listed items that do not meet the conditions of the installation acceptance, so that the Contractor may resolve any discrepancies. The City may at its discretion reject the entirety of any list on which there are discrepancies in more than 20% of the entries. The Contractor shall submit, and City will pay invoices monthly, except for any disputed amounts. The City will provide payment within 21 days of receipt of an acceptable invoice.

8. Determination of Notice to Proceed Date

Determination of the Notice to Proceed date is at the City of Rio Rancho's sole discretion.

9. Use of the City of Rio Rancho's General Conditions

The City will utilize the Standard General Conditions of the Construction Contract prepared by the Engineer's Joint Contract Documents Committee (EJCDC) to replace the New Mexico Department of Transportation's (NMDOT) Division 100's – General Provisions, except for section 106.4 Certificates of Compliance.

10. Construction Schedule

The City estimates completed installation of new Sensus (iPERL, Ally & OMNI+) meters and transceivers, and all related work within 240 calendar days for the base bid of execution of contract and issued purchase order after submittal approval. Contractor will be required to provide a work plan as to where and how work will begin in each subdivision based upon awarded base bid plus any additive alternates.

One week prior to construction, a mandatory pre-construction meeting shall be held with the City and Jacobs/OMI. The purpose of the pre-construction meeting is to demonstrate expectations of meter installation and proper testing to verify meter is sending data successfully.

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Liquidated Damages will be assessed for delay in the amount of $500 per day for each calendar day beyond the agreed upon schedule specified in the final contract.

Attachment 6 shows data sheets and installation guides for iPerl, Ally and OMNI+ meters. Attachment 7 shows: old meter ID, meter size, transceiver ID, meter can type for metal cans (assume unmarked is either plastic or fiberglass), can size (if unmarked, can is a single) and the addresses for this project. Maps of subdivisions show which address is to have an ally meter installed, indicated by the lot-colored red.

UPON AWARD, THE SUCCESSFUL BIDDER SHALL NOT BE ALLOWED TO MODIFY OR ADJUST THE BID AMOUNT(S) SHOWN IN THE EXECUTED CONTRACT FOR ANY REASON. Bidders should carefully consider the foregoing in preparing their bids on the Project

11. Work Order Forms

The Contractor shall be responsible for completing the City-provided AMI system work order form for each replaced meter and submitting it to the City's Utilities Customer Service Division, Attn: Guy Rogers, located at 3200 Civic Center Circle NE (City Hall) room 270, at the end of each workday. Work orders will be provided to the contractor for the base bid and any of the additive alternates. Each work order will include at a minimum, the customer's address, meter location, designation of retrofit, existing meter number, existing register number, meter make, model and size, and most recent meter reading. All information requested on the work order must be completely filled out for the installation to be considered complete and eligible for payment. An electronic copy of all the work order information must be provided to the City Project Manager on a daily basis.

12. Public Notice and Communication Requirements

Acquisition and completion of any items required by the selected Classification Projects below are incidental to the project and no payment will be made to the contractor. Any signage listed in the Classification Projects below is for public notification and is not considered a Traffic Control Device or Traffic Control.

Classification C

Low level of communication will include verbal, written (door hangers), website, and social media.

Verbal Communication: When a project is in the early stages, design or inception, and throughout construction, contact should be made with residents and businesses affected in order to establish a relationship and inform them about the upcoming project, progress, and delays. Those residents or businesses affected by the project may choose to be added to the log of stakeholders to receive updates about the project as it progresses.

Written Communication: This communication type shall be used during construction on each project portion or line segment that affects public access or utilities. Written communication shall include the delivery of door hangers, letters, or both to the public no

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less than two (2) weeks before construction activities begin, start of, or as work progresses. The determination as to which media is best suited to the project under construction will be determined by the Project Manager.

Emails to those who have requested to be added to the stakeholder's log regarding updates about the project throughout construction should also be utilized. Any and all correction notices regarding previously provided information that is now incorrect or delayed to the affected party shall be provided if construction or utility impairment does not start within 48 hours of the proposed start date.

Door Hangers: When a resident's or business' property, access, etc. is being specifically targeted for improvement or improvements are occurring where the resident's or business' property is negatively affected due to access limitations or utility outages. Contractors will use either the City of Rio Rancho's Capital Project Door Hanger Template (using Avery 16150 Template), the City of Rio Rancho's Maintenance Project Door Hanger Template (using Avery 16150 Template), or the City of Rio Rancho's GB Maintenance Project Door Hanger Template (using Avery 16150 Template) as determined by the Project Manager.

A. Door hangers and letters will state:
- City's Project Manager's name, email, and telephone number.
- Contractor's name, address, and local telephone number.
- Nature of work to be completed.
- Disruptions that residents or businesses might expect.
- Expected duration of construction.
- Contractor's local telephone number to which complaints can be made during normal working hours; and Contractor's local telephone number to which Emergency conditions can be reported during non-working hours.

Special Notices: These notices will serve as an additional reminder to inform residents and businesses personally and by written notice (door hangers or letters) that access to their property or utility services will be impaired or similar. This written communication shall restate the schedule of such impairment, with reference to the previous notifications of such impairment. These notices will include the same information as outlined above and will be delivered seven (7) calendar days in advance of the scheduled impairment.

A. Notice Delivery:
1. Hand delivers to each resident and business adjacent to or which may be reasonably expected to be affected by impairment.

13. <u>Investigation, Coordination, Permitting, and Compliance</u>

The Contractor shall be responsible for coordinating all activities with the appropriate City Departments and personnel as they relate to utility work, traffic control, school bus routing, and public safety. Although no private or public utilities relocations are anticipated, the contractor may need to adjust the meter boxes. Contractor shall be solely responsible for conducting any and all subsurface utility engineering (SUE) investigations that the Contractor determines to be necessary in order to identify all existing utilities at the Project locations. The Contractor shall comply with all applicable requirements of Chapter 62, Electric, Gas and

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Water Utilities, Article 14, Excavation Damage to Pipelines and Underground Utility Lines, NMSA 1978 (NMSA 1978 §§ 62-14-1 through 32-14-10), and all applicable regulations promulgated thereunder. The Contractor shall be solely responsible for the costs of complying with said statutes and regulations. The Contractor shall be solely responsible for all costs associated with the repair and/or replacement of utilities damaged as the results of the Contractor's activities.

14. Traffic Control

The Contractor shall submit, a minimum of five (5) business days prior to the requested commencement of construction in the area affected, a detailed Traffic Control Plan to the City's Traffic Section, and a copy to the designated Project Manager for review and approval by the City. If the Traffic Control Plan includes closing access off to Residents or Businesses or is to address a utility impairment; then the Public Notice and Communication Requirements project Classification will supersede the above minimum notification. In the event of an emergency, the Traffic Control Plan shall be submitted as soon as possible with documentation of the emergency. Traffic Control Plans shall conform to the City Ordinance Chapter 96: Use of Public Right-of-Way. The City of Rio Rancho Capital Improvement Right-of-Way Permit can be obtained at: https://www.rrnm.gov/1886/Capital-Improvement-Project-ROW-Permit.

Traffic Control Logbook must be maintained throughout project duration and submitted to the City of Rio Rancho at the project closeout. The logbook will also be provided to the City Inspectors for biweekly review and hard copies.

The contractor shall not store/park any of their equipment, tools, etc. on the roadway when construction activity is halted.

A signature sample from the Traffic Control Supervisor is required before commencement of construction. If the Traffic Control Supervisor changes during construction, a new signature sample of the new Traffic Control Supervisor is required before work can continue.

All existing signs need to be recorded/tracked in Existing Permanent Signing Log, even if they will not be removed, covered, or relocated.

15. Mobilization

If the Contractor's Bid Item Price for mobilization is equal to or less than 10% of the Total Original Contract Amount, less mobilization, the City will pay the Contractor using the following procedure:

1. If the Contractor has performed Work representing less than 5% of the Total Original Contract Amount, less mobilization, the City will pay 25% of the mobilization bid amount.

2. If the Contractor has performed Work representing from 5% to less than 10% of the Total Original Contract Amount, less mobilization, the City will pay 50% of the Bid Item Price for mobilization; and

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3. If the Contractor has performed Work representing 10% or more of the Total Original Contract Amount, less mobilization, the City will pay 100% of the Bid Item Price for mobilization.

If the Contractor's Bid Item Price for mobilization is greater than 10% of the Total Original Contract Amount, less mobilization, the City will only apply the previous payment procedure to that portion of the Contractor's Bid Item Price for mobilization equal to 10% of the Total Original Contract Amount, less mobilization. The City will pay the Contractor the remainder of the Bid Item Price for mobilization upon completion of the Work.

Basis of Payment:

- Pay Item: Mobilization
- Pay Unit: Lump Sum

The City will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the Work, or for other mobilization activities required for satisfactory completion of the Contract.

16. <u>Installation Responsibilities of the Contractor</u>

This work will be completed as follows:

Replacement of the existing meter with Owner supplied Sensus (iPERL,Ally and OMNI+) meter and drilling the new / existing meter box lid to accommodate the installation of the SmartPoint transceiver system. All metal dual service cans (Attachment 7) and single service round metal lids (Attachment 7) shall be replaced by owner supplied cans and lids.
Meter box types within the Subdivisions consist of rectangular fiberglass, plastic, and metal.
Contractor shall install all meters and cans, drill out the covers to allow installation and correct operation of the transceivers and put all surrounding landscape back to its original condition.
Each scenario will be complete in-place and may include, but not be limited to, items identified on the bid form.

The Contractor shall be solely responsible for removing the existing Automated Meter Reader (AMR) and replacing it with the new appropriate Sensus smart meter (iPERL, Ally or OMNI+) into the existing or new meter box. The iPERL/Ally meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL/Ally utilizes these to measure the fluid velocity through the flow tube. See Attachment 6 installation instructions and data sheet for iPERL smart water meters. The OMNI+ meter main case is made from Ductile Iron with an approved NSF epoxy coating. The measuring chamber assembly includes the “floating ball” impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all-electronic programmable register with protective bonnet. See Attachment 6 installation instructions and data sheet for OMNI+ compound water meter.

The Contractor shall be solely responsible for properly drilling through the new or existing cover and installing the Smart Point 520M radio transceiver that provides inbound and

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outbound access to water measurement and diagnostic via radio signal. The transceiver interfaces with the encoded meters. See Attachment 6, installation instructions and cut sheet for Smart Point model 520M transceivers.

Prior to the start of the installations, the City will provide Attachment 7 that lists all residential addresses and project area maps containing the information necessary to create work orders for AMR meter replacement/AMI installation and radio transceiver. For each meter, the file indicates the account number, meter reading route number, meter size, make and serial number, address, and the meter material and location. Route files in Attachment 7 list which address is associated with an irrigation meter. The Any unmetered accounts that may exist are not to be addressed.

The Contractor shall be solely responsible for visiting the project sites/addresses prior to submitting a bid and becoming fully knowledgeable regarding the work required and the site conditions identifying all required work elements necessary to accomplish the AMI telemetry system replacement project to the satisfaction of the City and return the individual project sites/addresses to their original or better condition and in-kind.

A variety of site conditions will be encountered during installation, including meters submerged in water or surrounded by dirt. Before, or at the time of installation, the Contractor shall inspect the existing water meter setting, including piping and shut-off valves. If the Contractor determines that conditions are such that damage to the existing piping would result, the Contractor shall inform the City, shall not attempt the installation until the site is inspected by an authorized City representative, and shall postpone installation at that site until the City Project Manager authorizes the Contractor to proceed with the work.

On large meter boxes that may bear traffic loads or that are located in sidewalks, the transmitter shall not be installed in the lid. The transmitter may be installed on the sidewall of the vault, or in a small pit exterior to the vault and connected to the meter register(s) by shielded, weatherproof cable running through the wall of the vault.

For each meter installed in an outside pit, box, or vault, Contractor shall capture GPS positioning with sub-meter accuracy, using a geo-positioning device. The Contractor must provide GPS data for each meter and transfer the data to the City's AMI system.

The City requires that digital photographs be taken before and after installation to provide documentation of problematic pre-existing site conditions. Photographs shall be taken that depict the inside of the meter box, as well as the immediate area outside of the meter box. Problematic site conditions are defined as any condition that the Contractor believes requires some repair or City investigation before installation should proceed. The photo should have an accurate date and time stamp and the file name of the photo shall include the applicable register number. Digital photographs should be available to the City and tied to an excel spreadsheet searchable by address, meter number or account number.

1) At the completion of the installation, the City and Furguson shall evaluate the procedures for meter and transmitter installation, data transfer to the City's billing

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system, meter reading over the system, installation data management and project control, and problem resolution, to ensure they are working and effective. No work will be started on other routes until the AMI system equipment is determined to be working to performance requirements on the routes, the project control procedures and systems are determined to be performing accurate, and the installation procedures have been approved by the City. The Contractor shall be responsible for ensuring that all signals and data transferred to and from the City's information systems is properly working before commencing any installations.

2) Old meter reading disputes. The Contractor shall provide procedures for ensuring that any dial meter is read properly and for providing evidence of the reading in the case of any customer disputes. Evidence of the reading is required at a minimum for any meter that fails a high/low audit check, or for any meter that shows any signs of a defect. The City requires that evidence be in the form of a digital photo clearly showing the register face.

Each installation will be accepted by the City conditioned upon:

1) Electronic submission of a list of completed installations containing the below information:
    - Address
    - Old and new meter Serial Numbers
    - Old and new meter readings
    - Transmitter Serial Number
    - Meter and Transmitter GPS Coordinates 2-5m Accuracy
    - Photos of old meter number and meter read
    - Photos of new meter number and meter read
    - All other information relevant to the installation.

2) Satisfactory inspection by the City/Jacobs personnel; and

3) Successful capture of a confirming meter reading or sequence of meter readings from that meter and transmitter by the City operating the AMI system in a normal way.

17. <u>Tools and Materials</u>

The Contractor shall furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of all meter and AMI installations under this contract as specified herein.

18. <u>Meter Boxes and Lids</u>

The Contractor is responsible for repairing any damage it causes to meter boxes or vaults that result from the installation of the Project; the Contractor shall not be liable for pre-existing conditions or leaks. The Contractor may install new meter box parts/lids if deemed necessary or preapproved by the City, if this work is requested it shall be billed at cost via proof of purchase by the Contractor.

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The AMI system shall be configured to obtain the maximum signal strength from transmitters installed in meter pits or meter boxes. All additional appurtenances necessary to fit and install the new meter shall be furnished by the Contractor as part of the unit cost installation fee. The Contractor shall also be responsible for drilling out the new or existing cover to fit the transceiver before installing it appropriately prior to properly replacing the lid on the box. If the lid breaks during this process, the Contractor shall replace the lid at his cost. Under no circumstance will a meter pit or vault be left uncovered and unsupervised. If the existing meter box and/or lid require replacement, it shall not be replaced without first attaining approval by the City PM. Dual service metal boxes shall be replaced with Owner supplied boxes. Single service metal box round lids shall be replaced with Owner supplied lids and shall be drilled out by Contractor to fit transceiver before installing it appropriately prior to properly replacing the lid on the box.

19. Meter Salvage

All existing meters removed from service shall be returned to the City for salvage to Lift Station 27 located at 4300 Sara Rd, Rio Rancho, NM, 87124 - attention Andy Hall at 505-975-0075.

20. Meter Replacement

The Contractor shall ensure they are at the correct location and shall check for running water prior to commencing meter change-out. If water is running, Contractor must notify the City Project Manager and Jacobs personnel before commencing the meter change out. Contractor shall replace the meter, using new gaskets or washers approved by the City. The Contractor shall put plastic caps on the inlet and outlet of the old meter and handle meter with care in the event of post-removal testing. All conversion bushings or other hardware necessary to install the new water meter in the customer's existing meter setup must be furnished by the Contractor. All meters which are of size (3/4)" shall be replaced with Owner supplied (5/8)" meters.

21. Verifying Service Working

The Contractor shall flush the water line after installing a new meter to ensure the meter is registering properly and verify service restoration to the entire premise.

22. Plumbing Irregularities

The Contractor shall report to the City Project Manager, prior to the installation of any meter any plumbing irregularities including but not limited to meters installed backwards, registers that are disconnected from meters, taps are located before a meter, if there are unmetered connections of a customer's plumbing to a service lateral, fire pipe or water main or any other violations of the City's Regulations. In the event of plumbing irregularities, the Contractor shall not proceed with the installation of a meter until the City Project Manager has authorized such installation.

23. Dirt or Water Around Meter

The Contractor shall be responsible for removing and properly disposing of any reasonable amount of dirt needed to access a meter in a meter pit or vault. Dirt shall be removed only as necessary to prevent dirt from entering the line during the installation. If a water meter box or

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vault is flooded so that the meter is fully or partially submerged, the Contractor must pump out the box before changing the meter. The Contractor must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter vault or box. All waste resulting from cleaning the meter pit as well as replacing the box and lid must be cleaned up and hauled off by the Contractor and disposed of in a legal manner. The existing box and lid, if replaced, shall be disposed of by the Contractor. If grass or shrubbery is damaged by the installation process, the Contractor must repair the damage to the original condition to the satisfaction of the consumer by replanting, resodding or reseeding. Not with-standing the warranties the Contractor is required to provide the City and without waiving any rights thereunder, the City reserves the right to inspect any installation and clean-up work within 60 days after payment is made to the Contractor for said work and will require the Contractor to repair any noted deficiencies.

24. 16. Quality Control

Response to complaints. Should the Contractor receive a call or verbal complaint from a customer or the City regarding installation, the Contractor shall immediately log the call or complaint, including the customer's name, address, account number if available, date and time of call/verbal complaint, nature of problem and the action taken. Copies of all logs shall be forwarded to the City Project Manager. The City Project Manager shall contact the Contractor to replace any meter, transmitter or appurtenances improperly set by the Contractor. The Contractor shall correct any damage to couplings, threads, unions or meters by use of improper tools or cross threading.

Leaks after installation. The Contractor shall be responsible for correcting any leaks at the valves, couplings or service lines that could be attributed to the meter installation if reported by the City or customers within one (1) year of installation.

Regular progress meetings with the Contractor, City Project Manager and Ferguson Project Manager shall meet weekly to update the City on progress against the installation schedule.

25. Disposal

The Contractor shall further be solely responsible for costs associated with hauling and disposal of all waste materials and removed products associated with this Project. This is considered incidental to the contract price.

26. Non-Covered Work

Contracted meter change outs contemplate a standard meter change out. In the event that a location's conditions require nonstandard work (i.e. move a service location, move fences for or other customer structures and items for access, install systems in heavy traffic locations, alleys, parking lots, resize or re-plumb services, etc.), Contractor and the City will discuss pricing and work may proceed from this point or the City may elect to excuse this work from the project. If any meter boxes are not located within City public utility easement the Contractor is to leave them as is and do not replace or make any adjustments and contact the City for further instructions.

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27. Material Testing and Quality Control for New Mexico American Public Works Association (NMAPWA) Specification Items

All testing of NMAPWA bid items shall comply with the American Water Works Association Standards/American National Standards Institute Standards, New Mexico Standard Specifications for Public Works Construction, Current Edition, as amended and published by the New Mexico Chapter of the American Public Works Association. Testing shall be considered incidental to the project. A copy of all the testing performed must be given to the designated Project Manager.

28. Storm Water Pollution Prevention Plan (SWPP) and Notice of Intent

and Project Manager a Storm Water Pollution Prevention Plan (SWPPP) seven (7) days prior to the Pre-Construction Meeting. Once approved, the contractor shall submit their Notice of Intent (NOI) to the City and Project Manager. Work may begin fourteen (14) days after the City has submitted its NOI to the Environmental Protection Agency (EPA), and not before.

29. Water Line Connections

The Contractor shall be responsible for coordinating water shut offs with the City's operations and maintenance contractor, Jacobs. The Contractor shall be solely responsible for all costs associated with providing public awareness and notifications regarding the work being performed. Contractor shall submit draft notifications to the City Project Manager for review and approval prior to commencing work. The Contractor shall provide a minimum of seven (7) days prior written notice to all customers before commencing work on their respective services. The Contractor shall be solely responsible for costs associated with obtaining permission from all affected customers to gain access to private property, using the City's Temporary Work Permit to be included in the contract documents. In the case of large commercial customers such as schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, the Contractor, with the assistance of the Jacobs, will schedule replacements with these commercial customers and will notify Jacobs when turning the water back on at these facilities.

30. Construction Debris Containment and Removal

Contractors must contact Waste Management in Rio Rancho if a dumpster or roll off is necessary for proper containment, removal, and disposal of construction debris for any projects completed within the Rio Rancho City Limits.

31. Project Closeout

The Contractor shall represent the faithful final completion of the work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the

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Project. The construction close-out submittals shall be in accordance with the City of Rio Rancho Development Process Manual Volume II, Chapter 7, Section 2.

Final Payment Application shall contain the following: Evidence of Completed Operations Insurance, Consent of the Surety to Final Payment, Certificate of Payment of Claims, Release of Liens (General and Sub-Contractors), Affidavit of Wages Paid, Copy of Certification of Substantial Completion, and Copy of Certificate of Final Completion. Final payment may not be made if lacking the aforementioned required documents. The documents required to close out the project shall be incidental to the project and shall not be included in the schedule of values. The Contractor shall represent the faithful final completion of the work, including but not limited to correction of incomplete or deficient items identified in the final inspection; final cleaning and removal of temporary facilities and controls; preparation and delivery of operation and maintenance manuals, record drawings, and other project records and documents; completion of all required demonstrations and training; completion of all close-out submittals; and all other close-out procedures and requirements, if any, required for the Project.

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APPENDIX E
IFB 24-017-UT
INSTALLATION OF ADVANCED METERING INFRASTRUCTURE PHASE 2

Base Bid

Bid ITEM	SPEC.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	CoRR	CoRR	Mobilization	LS	1	$ 26,000.00	$ 26,000.00
2	N/A	N/A	Traffic Control Setup and Maintenance	LS	1	$ 5,000.00	$ 5,000.00
3	CoRR	CoRR	Landscaping	ALLOW	1	$ 50,000.00	$ 50,000.00
4	CoRR	CoRR	Radio Signal Testing	ALLOW	1	$ 5,000.00	$ 5,000.00
5	Instructions	Exhibit B	Installation of Owner provided Sensus iPERL meters and radio transceivers in existing meter boxes within the Northern Meadows subdivision and Unit 11, including drilling of covers to accommodate radio transceivers, complete in place. Remove and salvage existing meters.	EA	5,262	$ 90.31	$ 475,211.22
6	Instructions	Exhibit B	Installation of Owner provided Sensus OMNI meters and radio transceivers in existing meter boxes within the Northern Meadows Subdivision and Unit 11, including drilling of covers to accommodate radio transceivers, complete in place. Remove and salvage existing meters.	EA	87	$ 302.63	$ 26,328.81
7	Instructions	Exhibit B	Installation of Owner provided Sensus Ally meters and radio transceivers in existing meter boxes within the Northern Meadow Subdivision and Unit 11, including drilling of covers to accommodate radio transceivers, complete in place. Remove and salvage existing meters.	EA	82	$ 107.87	$ 8,845.34
8	Instructions	Exhibit C	Replacement of Owner provided round metal lids on existing single service metal meter boxes within the Northern Meadow Subdivision and Unit 11, including drilling of covers to accommodate radio transceivers, complete in place.	EA	115	$ 135.06	$ 15,531.90
9	Instructions	Exhibit C	Replacement of dual service metal meter boxes with Owner supplied meter boxes within the Northern Meadow Subdivision and Unit 11.	EA	609	$ 202.60	$ 123,383.40
						Base Bid Subtotal:	$735,300.67
						NMGRT 7.4375%	$54,687.99
						Total Base Bid including NMGRT:	$789,988.66

Clarification: Assumes no more than (10) 3/4" meters will require bushings to properly set a 5/8" meter. Per the data provided as part of the specifications, there are only (6) accounts that are listed as 3/4". We want to "Clarify" (CYA) that we will only include up to 10 of these circumstances.
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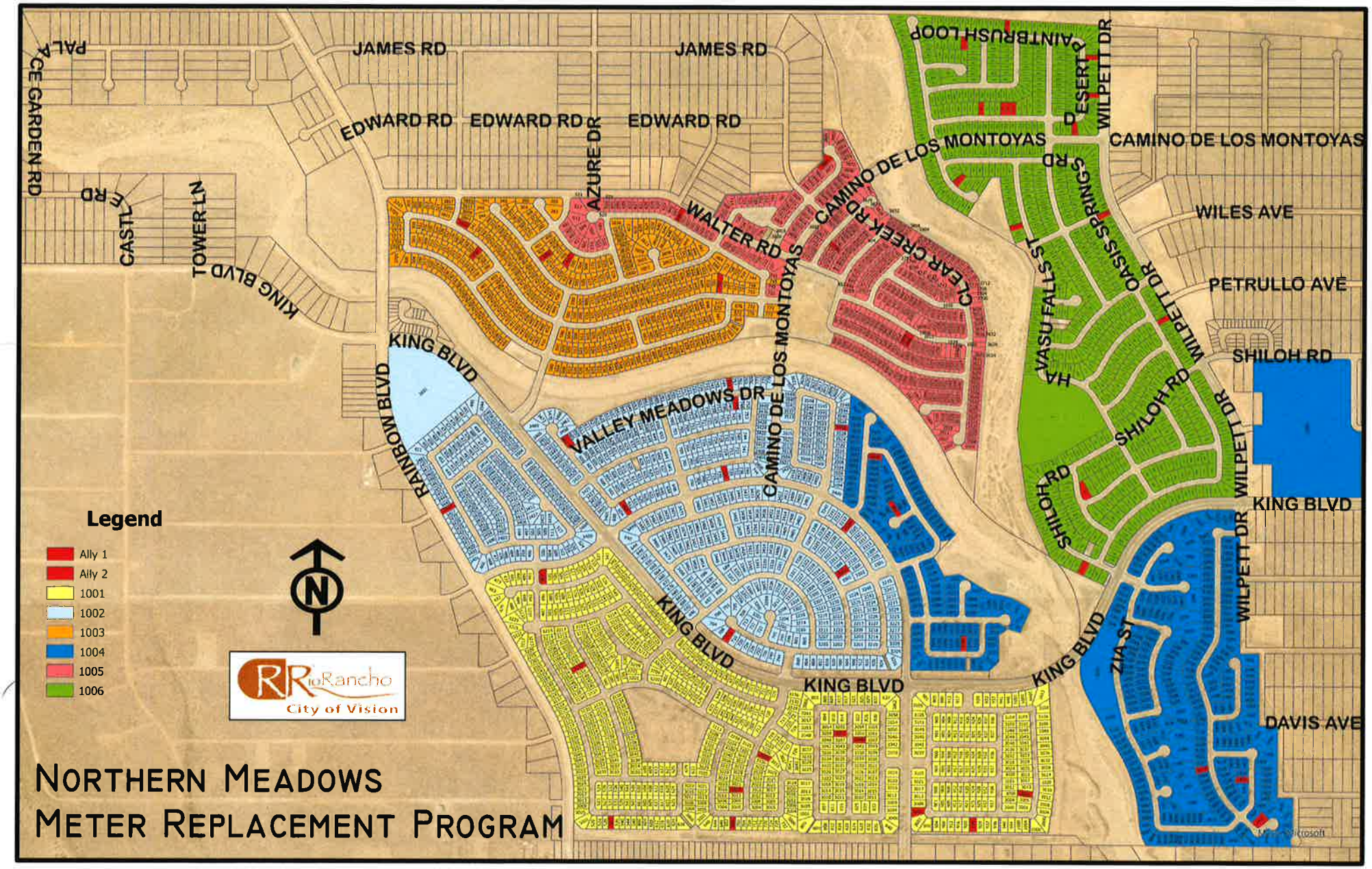
JAMES RD
JAMES RD
EDWARD RD
EDWARD RD
EDWARD RD
AZURE DR
WALTER RD
CAMINO DE LOS MONTOYAS
CLEAR CREEK RD
CAMINO DE LOS MONTOYAS
CAMINO DE LOS MONTOYAS
WILES AVE
PETRULLO AVE
SHILOH RD
KING BLVD
KING BLVD
KING BLVD
KING BLVD
KING BLVD
VALLEY MEADOWS DR
RAINBOW BLVD
WILPETT DR
WILPETT DR
WILPETT DR
OASIS SPRINGS RD
VASU FALLS ST
SHILOH RD
SHILOH RD
ZIA ST
DAVIS AVE
KING BLVD
TOWER LN
Legend
Ally 1
Ally 2
1001
1002
1003
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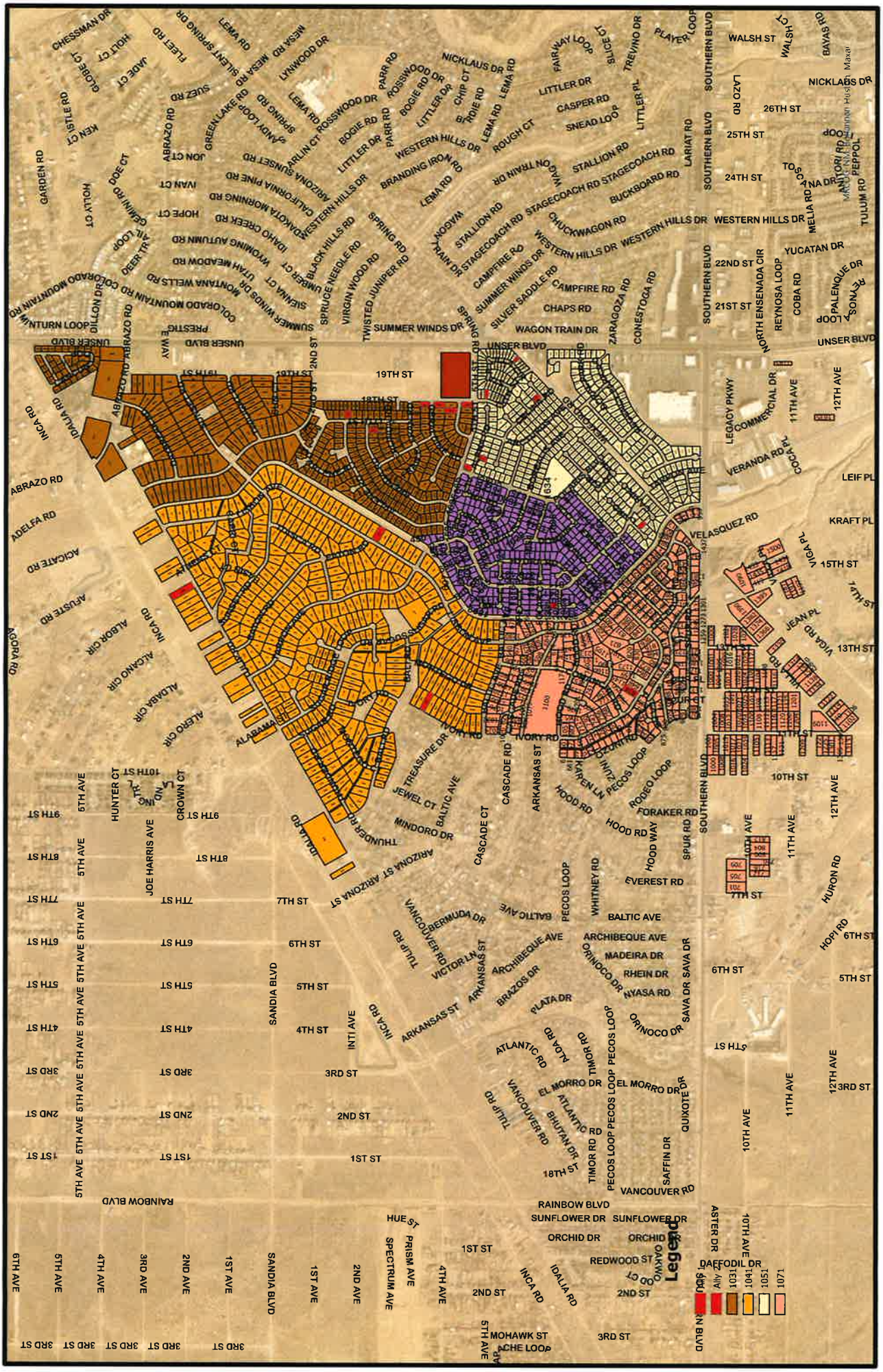
1006
N
Rio Rancho
City of Vision
NORTHERN MEADOWS
METER REPLACEMENT PROGRAM


Legend
Alley
1031
1041
1051
1071
19TH ST
18TH ST
UNSER BLVD
2ND ST
ABRAZO RD
DALIA RD
INCA RD
ADELFA RD
ACACIA RD
ARUSTE RD
ALBOR CIR
ALCANO CIR
ALDABA CIR
ALGRO CIR
AGORA RD
ALABAMA ST
SUMMER WINDS DR
WESTERN HILLS DR
WESTERN HILLS DR
CHUCKWAGON RD
STAGECOACH RD
STALLION RD
CAMPFIRE RD
CHAPS RD
WAGON TRAIN DR
SILVER SADDLE RD
ZARAGOZA RD
CONESTOGA RD
SOUTHERN BLVD
22ND ST
21ST ST
24TH ST
25TH ST
26TH ST
WALSH ST
NICKLAUS DR
YUCATAN DR
PALENQUE DR
LOOP
UNSER BLVD
NORTH ENSENADA CIR
REYNOSA LOOP
COBA RD
MELIA RD
TULUM RD
PEPPOL
LAZO RD
LARIAT RD
BUCKBOARD RD
STALLION RD
WAGON TRAIN DR
LITTLER DR
CASPER RD
SNEAD LOOP
LITTLER PL
TREVINO DR
PLAYER LOOP
FAIRWAY LOOP
SLICE CT
ROUGH CT
LEMA RD
NICKLAUS DR
CHIP CT
BOGIE RD
ROSSWOOD DR
PARR RD
LITTLER DR
WESTERN HILLS DR
BRANDING IRON RD
LEMA RD
LYNWOOD DR
MESA RD
LEMA RD
SILENT SPRING DR
FLEET RD
JADE CT
GLOBE CT
HOLT CT
CHESSMAN DR
ISTLE RD
KEN CT
GARDEN RD
HOLLY CT
DOE CT
GEMINI RD
DEER TRAIL LOOP
COLORADO MOUNTAIN RD
DILLON DR
TURN LOOP
PRESTIGE WAY
ABRAZO RD
SUMMER WINDS DR
SPRUCE NEEDLE RD
VIRGIN WOOD RD
TWISTED JUNIPER RD
SPRING RD
SPRING RD
SIERRA CT
UMBER CT
BLACK HILLS RD
WESTERN HILLS DR
ARIZONA SUNSET RD
CALIFORNIA PINE RD
DAKOTA MORNING RD
IDAHO CREEK RD
WYOMING AUTUMN RD
UTAH MEADOW RD
MONTANA WELLS RD
COLORADO MOUNTAIN RD
IVAN CT
HOPE CT
JON CT
ABRAZO RD
SUEZ RD
SPRING RD
SANDY LOOP
GREEN LAKE RD
ARLIN CT
ROSSWOOD DR
LEMA RD
BOGIE RD
PARR RD
LITTLER DR
CHIP CT
BOGIE RD
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NORTH ENSENADA CIR
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COBA RD
YUCATAN DR
PALENQUE DR
LOOP
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CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R78

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Utilities

SUBJECT:
R78, Resolution Authorizing a Budget Adjustment to the Water Impact Fees Fund (545) for Land Acquisition

BACKGROUND AND ANALYSIS:
City staff recommends the redrilling of Well 4 located at 2905 Broadmoor Blvd., which was taken offline in 2008, to accommodate growth.

Additional property is required to redrill the well, treat the water produced according to federal and state standards, and build a larger storage tank on-site.

Property adjacent to the current well site, owned by Land Development 10, LLC (Seller), has been offered to the City for purchase. The adjacent site, which is 2.0353 acres, has been appraised at $210,000. The City has negotiated a final purchase cost of $175,097.50 with the Seller.

A budget adjustment of $200,000 is required to purchase the land and cover any additional closing costs and recording fees. Existing Utilities Department revenue sources will be utilized.

IMPACT:
Water Impact Fees currently allocated to the capital expenditures line item will be reallocated to a line item for land acquisition.

The proposed budget adjustment will not impact the General Fund.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: Resolution_R78
ATTACHMENT: Well 4 Land Acquisition Summary Plat Book 11 Page 36

ATTACHMENT: Well 4 Land Acquisition Summary Plat Book 20 Page 49

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE WATER IMPACT FEES FUND (545) FOR LAND ACQUISITION

WHEREAS: City staff recommends the redrilling of Well 4 located at 2905 Broadmoor Blvd., which was taken offline in 2008, to accommodate growth; and

WHEREAS: acquisition of adjacent land is required to redrill Well 4 and to treat the water produced to federal and state standards; and

WHEREAS: a budget adjustment is necessary to expend funds as intended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Water Impact Fees Fund (545)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
545-0000-442-70-09 Capital Expenditures Land Acquisition	WA2163	$0	$200,000		$200,000
545-0000-442-70-37 Capital Expenditures Infrastructure Water Wastewater	WA2163	$5,445,008		$200,000	$5,245,008
Total Expense		$5,445,008	$200,000	$200,000	$5,445,008

ADOPTED THIS _____DAY OF _____, 2024.

_____
Greggory D. Hull, Mayor

ATTEST:

_____
Noel C. Davis, City Clerk
(SEAL)

SUMMARY PLAT 18214
LOTS 1 AND 2
RIO RANCHO GOLF AND COUNTRY CLUB

UNPLATTED LAND WITHIN THE TOWN OF ALAMEDA GRANT
IN PROJECTED SECTIONS 24, TOWNSHIP 12 NORTH, RANGE 2 EAST
AND SECTION 19, TOWNSHIP 12 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN

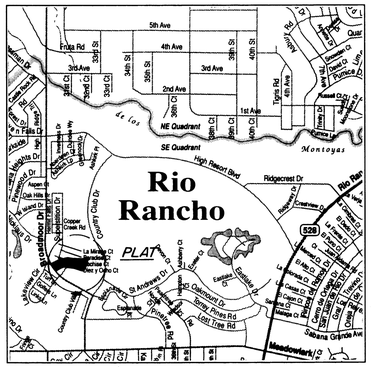
CITY OF RIO RANCHO
TOWN OF ALAMEDA GRANT
SANDOVAL COUNTY, NEW MEXICO

JUNE, 1998

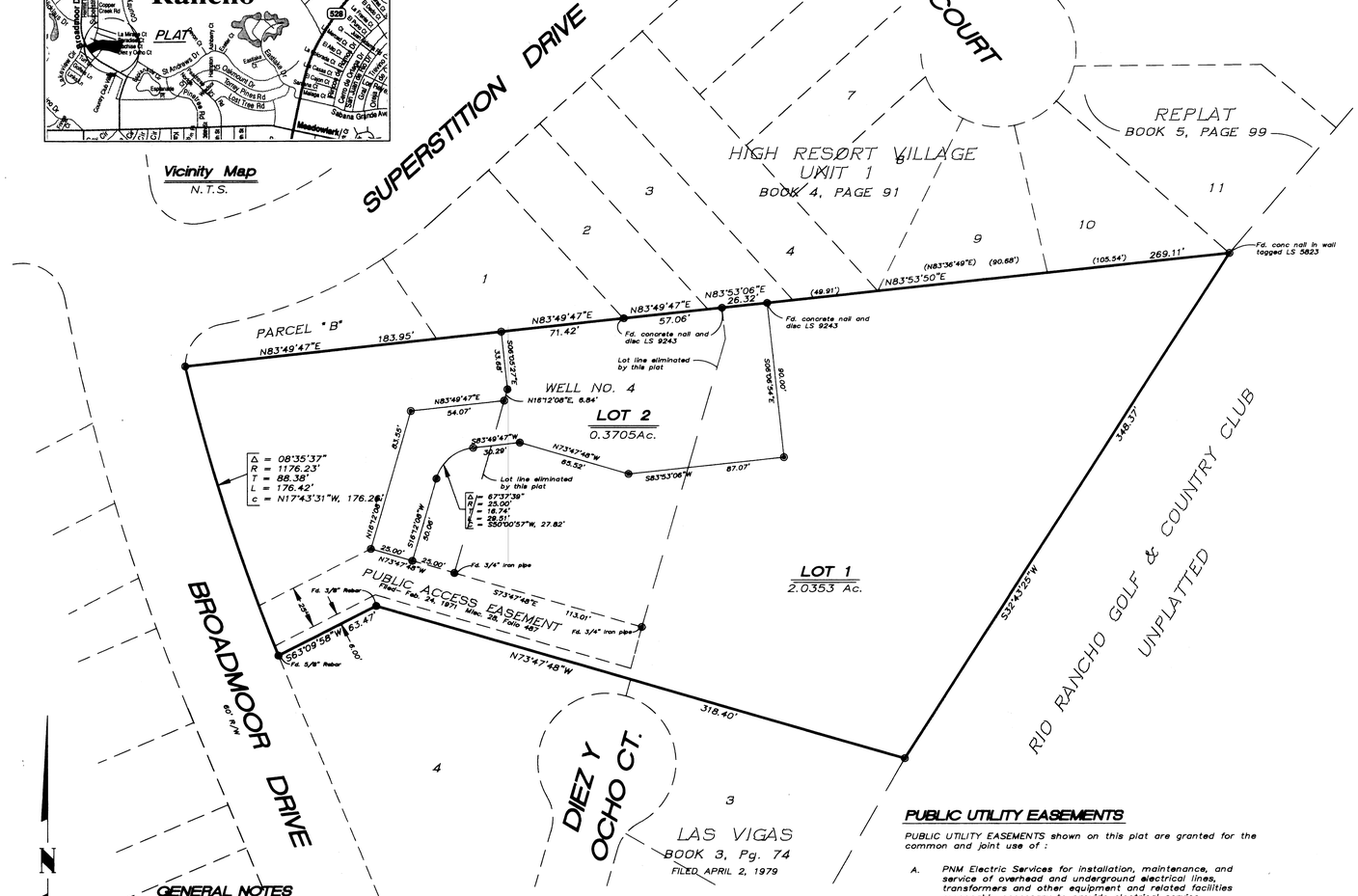
TREASURERS CERTIFICATION

I, Josephine Montoya, Treasurer of Sandoval County, New Mexico, do hereby certify that the previous ten (10) years property taxes have been paid in full.

John C Tassey for Josephine Montoya 7/29/98
Sandoval County Treasurer



Vicinity Map
N.T.S.



GENERAL NOTES

1. Bearings are plat based upon the line between found monuments on the South line of Tract A-1, Unit 11, Rio Rancho Estates, as being N 90° 00' 00" W, as shown on the plat of said addition filed in the office of the County Clerk of Sandoval County, New Mexico on March 11, 1988 in Rio Rancho Estates Plat Book Number 5, page 10.
2. Distances are ground.
3. All distances along curved lines are arc lengths.
4. All property corners are a 5/8" rebar with plastic cap stamped "HUGG LS 5823", "HUGG LS 9750" or "HUGG LS 11808" unless otherwise indicated.
5. Unless otherwise indicated there is a five (5') foot wide drainage and utility easement within all tracts adjacent to road rights-of-way.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

APPROVALS

PNM Electric Services	7-2-98 Date
PNM Gas Services	7-1-98 Date
U. S. West Communications	07-02-98 Date
Post Newsweek Cable	7-1-98 Date
City of Rio Rancho Department of Water and Waste Water Services	7-9-98 Date

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of :

A. PNM Electric Services for installation, maintenance, and service of overhead and underground electrical lines, transformers and other equipment and related facilities reasonably necessary to provide electrical service.

B. PNM Gas Services for installation, maintenance and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.

C. U.S. West Communications for the installation, maintenance, and service of such lines, cable and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to ground pedestals and closures.

D. Post Newsweek Cable for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable TV service.

E. City of Rio Rancho Department of Water and Waste Water Services for the installation, maintenance and service of such lines across the easement (but not parallel within) and related equipment and facilities reasonably necessary to provide Sanitary Sewer and Water Service.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain facilities for the purposes described above, together with free access to, from, and over said easements, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

LEGAL DESCRIPTION

That certain parcel of land situate within the Town of Alameda Grant in projected Sections 24, Township 12 North, Range 2 East and Section 19, Township 12 North, Range 3 East, New Mexico Principal Meridian, City of Rio Rancho, Sandoval County, New Mexico, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83) grid bearings and ground distances as follows:

BEGINNING at the Northwest corner of the parcel herein described, a point on the northeasterly right of way line of Broadmoor Drive S.E., being the southwest corner of Parcel "B", of High Resort Village, Unit 1, as the same is shown and designated on the plat entitled "THE HIGH RESORT VILLAGE UNIT 1, A SUBDIVISION OF A PORTION OF PARCEL 1E IN THE HIGH RESORT, CITY OF RIO RANCHO, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO", filed in the office of the County Clerk of Sandoval County, New Mexico, on February 26, 1987, in Rio Rancho Estates Plat Book Number 4, page 91 (a 5/8" rebar and cap stamped LS 5823 found in place); whence the National Geodetic Survey (NGS) monument "SAGE" (a standard brass disc found in place) bears S 87° 19' 12" W, 1,3721.77 feet distant; Thence along the southeasterly line of said High Resort Village Unit 1 on the following three (3) courses

N 83° 49' 47" E, 312.43 feet to a point (a concrete nail and disc stamped LS 9243 found in place); Thence,

N 83° 53' 06" E, 26.32 feet to a point (a concrete nail and disc stamped LS 9243 found in place); Thence,

N 83° 53' 50" E, 269.11 feet to the Southeast corner of Lot 10, of said High Resort Village Unit 1, and the Northeast corner of the parcel herein described (a concrete nail and tag LS 5823 found in place); Thence,

S 32° 43' 25" W, 348.37 feet to the Southeast corner of the parcel herein described and the Northeast corner of Lot 3, Las Vigas, as the same is shown and designated on the plat entitled "LAS VIGAS, RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO", filed in the office of the County Clerk of Sandoval County, New Mexico, on February 6, 1979, in Rio Rancho Estates Plat Book Number 3, Page 74 (a 5/8" rebar and cap stamped LS 5823 fund in place); Thence northwesterly along the southwesterly line of said Las Vigas on the following two (2) courses,

N 73° 47' 48" W, 318.40 feet to a point (a 3/8" rebar and tag LS 5823 found in place); Thence,

S 63° 09' 58" W, 63.47 feet to the Northwest corner of Lot 4 of said Las Vigas and the Southwest corner of the parcel herein described, a point on curve on the Northwesterly right of way line of said Broadmoor Drive S.E. (a 5/8" rebar and tag LS 5823 found in place); Thence,

Northwesterly, 176.42 feet along said northeasterly right of way line of Broadmoor Drive S.E. on the arc of a curve to the right (said curve having a radius of 1176.23 feet, a central angle of 08° 35' 37" and a chord which bears N 17° 43' 31" W, 176.26 feet) to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 2.4058 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED and PLATTED and now comprising LOTS 1 AND 2, RIO RANCHO GOLF AND COUNTRY CLUB, UNPLATTED LAND WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED, SECTIONS 24, TOWNSHIP 12 NORTH, RANGE 2 EAST AND SECTION 19, TOWNSHIP 12 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO, with the free consent of and in accordance with the wishes and desires of the undersigned owner(s) and proprietor(s) thereof. Said owner(s) and proprietor(s) do hereby grant the easements shown hereon to the use of the public forever; and do hereby acknowledge that they are so authorized to act.

CITY OF RIO RANCHO (Owner of Lot 2)

John M. Jennings, Mayor of the City of Rio Rancho

RRCC, L.L.P. (Owner of Lot 1)

Richard L. Campbell, Managing Partner

ACKNOWLEDGEMENT

State of New Mexico
County of Bernalillo SS

This instrument was acknowledged before me on this 1ST day of JULY, 1998.

Notary Public

My Commission expires: 12-15-2000

RIO RANCHO CITY DEVELOPMENT DEPARTMENT

Approved this 24 day of July, 1998.

Art Corsie, Director — Subdivision Number

ACKNOWLEDGEMENT

State of New Mexico
County of Bernalillo SS

This instrument was acknowledged before me on this 27th day of July, 1998.

Tamera N. Henderson
Notary Public

My Commission expires: Sept. 16, 2001

OFFICIAL SEAL
Tamera N. Henderson
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 9-16-2001

CITY CLERK'S CERTIFICATION

I, INA GONZALES, City Clerk of Rio Rancho, Sandoval County, New Mexico, do hereby certify that the plat shown hereon was approved by the RIO RANCHO CITY DEVELOPMENT DEPARTMENT on the 24th day of July, 1998.

COUNTY CLERKS CERTIFICATION

STATE OF NEW MEXICO
COUNTY OF SANDOVAL SS

This instrument was filed for record on July 29, 1998, at 12:35 P M., recorded in Volume 3 of records of said County, folio 1771-A.
(Rio Rancho Estates Plat Book Number 11, page(s) 36.)

Sally Padilla, Sandoval County Clerk and Recorder
By: Olivia Bustamante
Deputy

JURISDICTIONAL AFFIDAVIT

I, Garry P. Hugg, New Mexico Professional Surveyor Number 5823, hereby affirm that the property described does lie within the platting and extra-territorial subdivision jurisdiction of the City of Rio Rancho.

Garry P. Hugg
NMPS No. 5823
June 25, 1998

SURVEYORS CERTIFICATION

I, Garry P. Hugg, New Mexico Professional Surveyor Number 5823, hereby certify, that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my supervision; that it shows all easements of record readily available to a land surveyor and made known to me by the owner, utility companies or other parties expressing an interest; that it meets the Standards for Land Surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements of the City of Rio Rancho Subdivision Ordinance; and that it is true and correct to the best of my knowledge and belief.

Garry P. Hugg
NMPS No. 5823
June 25, 1998

PROFESSIONAL SURVEYOR STATE OF NEW MEXICO No. 5823 GARRY P. HUGG

SURV TEK, INC.
Consulting Surveyors
5643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114
Phone: 505-897-3366
Fax: 505-897-3377

980223

SANDOVAL COUNTY
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Book-409 Page- 55336
1 of 1
11/08/2006 04:27:39 P

SUMMARY PLAT

OF LOT 1 & PARCEL 3 CONTAINING

TWO LEASE PARCELS

RIO RANCHO GOLF & COUNTRY CLUB

IN SEC 24, T12N, R23, NMPM &
IN SEC 19, T12N, R33, NMPM

CITY OF RIO RANCHO
SANDOVAL COUNTY, NEW MEXICO
SHEET 1 OF 1

DEDICATION

The real estate shown and described in this plat is surveyed with the free consent of and in accordance with the wishes and desires of the undersigned Owner(s) thereof, and the Owner(s) do hereby grant any and all easements shown or noted on the plat including the right of ingress and egress.

A. Ray Duran Jr

STATE OF NEW MEXICO)
SS.
COUNTY OF SANDOVAL)

On this 20th day of October, 2006, before me the undersigned Notary Public in and for said County and State, personally appeared Alonso Ray Duran JR, who, being by me duly sworn, did say that ____, a New Mexico Corporation organized under the laws of the State of New Mexico; that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and acknowledged to be the free act and deed of said corporation.

My Commission Expires 10-08-07 — Notary Public

RIO RANCHO DEVELOPMENT SERVICES DEPARTMENT

Approved this 3rd day of November, 2006.

Rob Anderson, Director

CITY CLERK'S CERTIFICATE

I, Roman Montoya, City Clerk of the City of Rio Rancho, New Mexico do hereby certify that the plat shown hereon was approved administratively by the Rio Rancho Development Services Department Director on the 3rd day of November, 2006.

Roman Montoya, City Clerk

TREASURER'S CERTIFICATE

I, Lorraine Dominguez, Treasurer of Sandoval County, New Mexico do hereby certify that the previous ten (10) years property taxes have been paid in full.

Lorraine Dominguez, Sandoval County Treasurer — By: 11/8/06

338182
Owner ID. No.

SURVEYOR'S CERTIFICATE

I, Jerry P. Culak, New Mexico Registered Land Surveyor No. 6408, do hereby certify that the plat shown hereon was prepared under my supervision, and that the same is true and correct to the best of my knowledge and belief. This survey conforms to the Land Surveying Standards as adopted by the New Mexico State Board of Registration for Professional Engineers and Land Surveyors and the City of Rio Rancho Subdivision Ordinance.

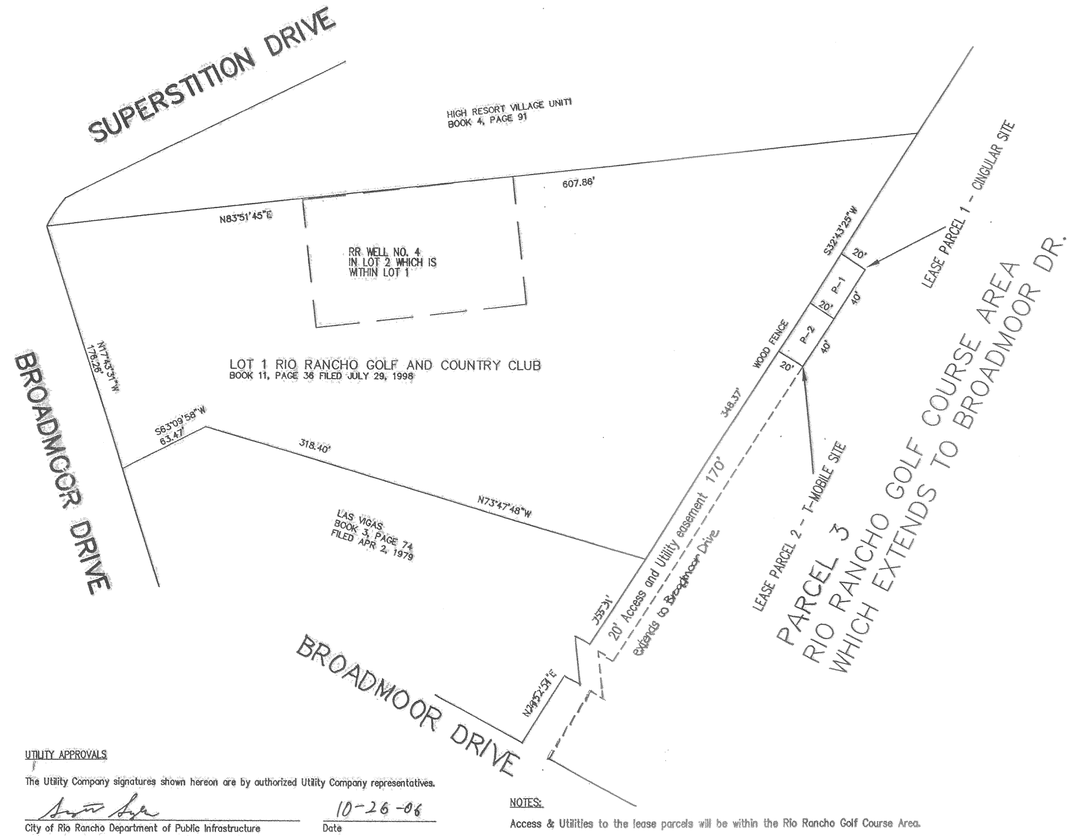
Jerry P. Culak NMPLS No. 6408
303 Hermosa SE, Alb. NM 87108
Phone 505-256-0014

STATE OF NEW MEXICO)
SS.
COUNTY OF SANDOVAL)

This instrument was filed for record on November 8, 2006 at 4:27 P.M. recorded in Vol. 3 of record's of said County, Folio 2734-A (Rio Rancho Estates Plat Book No. 20, Page 49).

Sally Padilla, County Clerk and Recorder.

Deputy



50 25 0 50 100
SCALE: 1"=50'

PURPOSE OF PLAT

THE PURPOSE OF THIS PLAT IS TO SHOW LEASE PARCELS WITHIN PARCEL 3 WHICH IS NOT DIVIDED OR CHANGED IN ANY WAY & BEING ADJACENT TO LOT 1 OF RIO RANCHO GOLF & COUNTRY CLUB FILED ON JULY 29, 1998 IN SANDOVAL COUNTY PLAT BOOK 3, PAGE 1777A, RRE BK-11, PG-36.

LEGAL DESCRIPTION PARCEL 3

PARCEL 3 BEING A PORTION OF THE RIO RANCHO GOLF AND COUNTRY CLUB AREA IN SEC 24, T12N, R23, NMPM & IN SEC 19, T12N, R33, NMPM CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO

LEGAL DESCRIPTION LEASE PARCELS

LEASE PARCEL 1, BEING 20' X 40' WITHIN THE RIO RANCHO GOLF COURSE AREA.
LEASE PARCEL 2, BEING 20' X 40' WITHIN THE RIO RANCHO GOLF COURSE AREA.

UTILITY APPROVALS

The Utility Company signatures shown hereon are by authorized Utility Company representatives.

City of Rio Rancho Department of Public Infrastructure — 10-26-06
PNM Electric and Gas Services — 10-17-06
QWEST Corporation — 10/24/06
CableOne — 10.17.06
Date

NOTES:

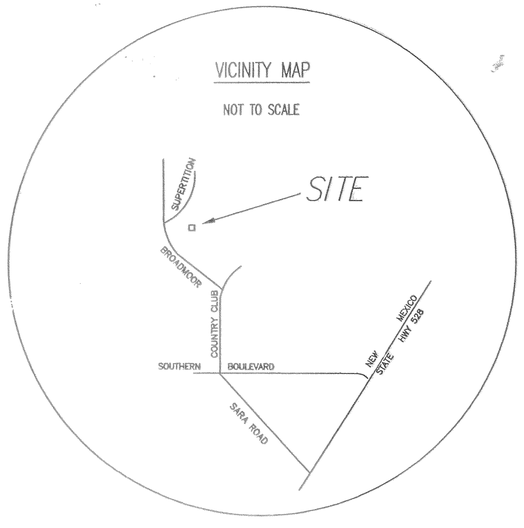
Access & Utilities to the lease parcels will be within the Rio Rancho Golf Course Area.

This plat was prepared from previous surveys & the Plat of Lot 1, R.R. Golf & Country Club filed July 29, 1998.

Basis of bearings is the east boundary line of Lot 1 being N 32°43'25" E.
All distances are horizontal ground distances in feet.

VICINITY MAP

NOT TO SCALE



BOOK 20, PAGE 49

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: D36

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Utilities

SUBJECT:
D36, Advice and Consent of the Governing Body to Amend Utilities Operations Contract with Operations Maintenance International (OMI)

BACKGROUND AND ANALYSIS:
The City's water, wastewater, and effluent reuse utilities are operated by a third-party contractor, Operations Maintenance International (OMI), a subsidiary of Jacobs. Jacobs has operated the City's Utilities for over 23 years. They currently operate the City's utilities systems with 75 full-time equivalent employees.

City staff is seeking to amend Jacobs' services contract in order increase annual water service line replacements and line spotting services and improve response times for water service line repairs. For these considerations, City and Jacobs staff have negotiated a proposed contract amendment (Amendment No. 5 attached) that will implement the following adjustments, effective December 1, 2024:

(1) Contract term will extend to June 30, 2031 for a total of 10 years. Jacob's current services contract was the result of a request for proposal process in 2021, which has an initial 5-year term and a mutual option to extend for an additional 5 years.

(2) Specific detail regarding Jacobs' SCADA duties and responsibilities is added. SCADA systems are comprised of computer software and hardware that monitors and controls industrial processes and equipment.

(3) Specific parameters and obligations are added related to utility line locating, which includes aiding the Public Works Department with underground traffic signal and storm drain line locates.

(4) Recognizes new vehicles and associated equipment that Jacobs will acquire and utilize via additional funding provided by the contract amendment in order to carryout increased services scope. The new vehicles and equipment include a vactor truck, dump truck and trailer, backhoe, heavy duty truck and trailer, mini-excavator, and street sweeper.

(5) Establishes new fees paid by the City to Jacobs if the City elects to terminate the contract prior to the new expiration date. Should termination occur in contract year 2024-2025 or 2025-2026, the fee is $300,000.00.

(6) Establishes a new standard for emergency and other water service line repairs performed by Jacobs and associated penalty: water main repairs as soon as possible and water service line repairs within 3 calendar days. The current contract does not include a specific response time for

Jacobs to perform emergency and other water service line repairs other than stating, “in a timely manner.” The internal protocol has generally been approximately 3 to 7 days for water service line repairs.

(7) Establishes a new annual payment to Jacobs for services rendered of $10,598,668.12 (does not include applicable taxes), which will be prorated from December 1, 2024 to June 30, 2025. The new annual payment amount will account for expanded scope of services and the cost to perform these services via new positions (five for water service line repairs/replacements and two for utility line locating) and vehicles and equipment. The current annual payment amount, effective July 1, 2024, is $8,936,038.51 (does not include applicable taxes). Future annual payments for the life of the contract would remain subject to annual adjustment pursuant applicable U.S. Department of Labor cost index, with the maximum adjustment not to exceed 2.5%.

(8) Jacobs’ service obligations are modified in the following manner: an increase from a minimum of 100 to 500 annual water service line replacements, and an increase from a minimum of 13,500 utility line locates annually to 18,500. The subpar water line material (polybutylene) used by developers in Rio Rancho during the 1970s through the mid-1990s is at the end of its useful life. The current estimated replacement need is approximately 10,000 lines. Calendar years 2021-2023 had an average of 1,084 water service line leaks per year. It is recommended that the current contract scope and practice of replacing a minimum of 100 water service lines per year (replacement occurs following three leaks depending on line condition) should be modified to replace lines more quickly. Based on growth and demand created by various telecommunications companies now and in future years, utility line locating services should be augmented in order to meet needs and legal obligations related to response time. For example, this year via telecommunications operators, 30-35 pieces of drilling equipment have been active, and this number is expected to increase.

(9) Establishes penalties for Jacobs if the new water service line repair within 3 calendar days standard is not met. For example, determined and calculated on a per month basis, achieving the repair standard less than 74.9% will result in a payment reduction of $10,000.00.

Pursuant to adopted policy, the advice and consent of the Governing Body is required for contracts in excess of $500,000.00.

Should the Governing Body provide advice and consent to amend the Utilities Operations Contract with Jacobs, approval of a companion Budget Adjustment Resolution (also appearing on the Governing Body’s September 12, 2024 meeting agenda) to fund the increased contract amount will be necessary.

IMPACT:

The proposed contract amendment will increase the annual contract amount for Jacobs’ services from $8,936,038.51 to $10,598,668.12 (does not include applicable taxes), a difference of $1,662,629.61. This amount will be prorated from December 1, 2024 to June 30, 2025, which equates to a $969,867.27 increase for the current fiscal year.

The contract amendment and additional funding will allow Jacobs to hire a total of seven new staff members, and acquire necessary vehicles and equipment, in order to increase annual water service line replacements and line spotting services and improve response times for water service line repairs.

The companion Budget Adjustment Resolution proposes to fund the additional contract amount, $969,867.27, during the current fiscal year via the Utilities Departments Unreserved Ending Fund Balance (current Fiscal Year 2025 amount for non-capital: $8,525,189.00).

ALTERNATIVES:

Provide advice and consent.

Do not provide advice and consent.

DEPARTMENT RECOMMENDATION:

City staff recommends the approval of the contract amendment.

ATTACHMENT: Amendment
ATTACHMENT: Executed Contract

AMENDMENT FIVE

TO CONTRACT 21-UT-184

BETWEEN

THE CITY OF RIO RANCHO

AND

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

WHEREAS, the City of Rio Rancho ("CITY") and Operations Management International, Inc. ("OMI") entered into Contract 21-UT-184 dated July 01, 2021 ("Contract"); and

WHEREAS, the Contract has been in effect since that time; and

WHEREAS, the CITY and OMI hereby wish to amend and renew said Contract, and

NOW THEREFORE, in consideration of each other, the CITY and OMI agree that said Contract shall be amended and renewed as follows:

1. Article 1 – Term is deleted in its entirety and replaced with the following:

   1 TERM

   Unless sooner terminated, this Agreement will be effective as of July 1, 2021 and expire on June 30, 2031 for a total maximum contract period of ten (10) years.

2. Attachment A – Scope of Work Section 1.9 – SCADA is deleted in its entirety and replaced with the following:

   1.9 SCADA System Operation, Management, and Maintenance

   1.9.1 OMI shall provide personnel qualified to operate, manage, and maintain the CITY's SCADA (Supervisory Control and Data Acquisition) system.

   1.9.2 OMI shall oversee the CITY's Water, Wastewater, and Reuse Water System (WWRW) SCADA and Control systems. This system integrates software and hardware components to collect real-time data from various sensors and devices within the Asset Networks (ANs) of the overall Asset Portfolio (AP).

   1.9.3 OMI shall be responsible for:

   1.9.3.1 Real-time monitoring of critical parameters, including water levels, flow rates, pressure, and chemical concentrations throughout the SCADA system to ensure safe and efficient operation.

   1.9.3.2 Automated control of pumps, valves, and equipment for water distribution, treatment processes, wastewater collection and treatment.

   1.9.3.3 Data collection at predefined intervals agreed upon with the client and storage from sensors and devices for historical analysis, reporting, and regulatory compliance.

   1.9.3.4 Detection and notification of abnormal conditions (e.g., equipment failures, leaks, safety hazards) for negotiated response times.

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1.9.3.5 Generation of reports for operational analysis, regulatory compliance, and performance tracking.

1.9.4 Duties OMI shall provide SCADA operators, technicians, and supervisors to:

1.9.4.1 Operate SCADA to continuously monitor system parameters and control equipment remotely.

1.9.4.2 Acknowledge and respond to alarms, taking corrective actions, as necessary per negotiated time intervals.

1.9.4.3 Perform routine maintenance on SCADA and Control Systems hardware.

1.9.4.4 Diagnose and repair issues with communication networks, RTUs, PLCs, radios firewalls and other components.

1.9.4.5 Implement system upgrades and enhancements as identified necessary with engineered solutions provided as an add-on scope and fee.

1.9.4.6 Maintain reliable communication infrastructure between field devices and the central system.

1.9.4.7 Oversee SCADA system operation, ensuring compliance with organizational and regulatory requirements.

1.9.4.8 Allocate resources for maintenance, upgrades at equal technology for maintainability, and training.

1.9.4.9 Ensure compliance with all relevant regulations and standards.

1.9.4.10 Integrate new components into the existing system, as required to maintain compatibility and functionality.

1.9.5 Day-to-Day Operation and Maintenance

OMI shall oversee the daily operation, management, maintenance, repairs, and minor extensions (small-scale modifications or additions to the existing system) to the SCADA and Control system and not larger design and expansion projects requiring significant planning, resources, and coordination to implement.

1.9.6 Minor Extensions to the SCADA System shall include:

1.9.6.1 Adding New Sensors or Field Devices:

1.9.6.1.1 Integrating a few additional sensors to monitor specific parameters like temperature or pH levels at a particular site.

1.9.6.1.2 Adding flow meters to monitor a newly installed section of a pipeline.

1.9.6.2 Software Updates and Minor Configuration Changes:

1.9.6.2.1 Upgrading the existing SCADA software version with the latest patches to fix bugs and/or improve performance.

1.9.6.2.2 Modifying existing HMI screens to provide more detailed information or better user interfaces.

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1.9.6.3 Integration of Small Subsystems:

1.9.6.3.1 Adding a small remote site to the SCADA network, such as a single pump station or a minor lift station.

1.9.6.3.2 Incorporating a new local control panel for a specific part of the process, such as a booster pump or a chemical dosing unit.

3. A new section is hereby added to Attachment A – Scope of Work as follows:

1.10 Line Locating

1.10.1 Provide a positive response for all CITY-owned infrastructure (water, wastewater, reuse, storm, traffic, streetlights, etc.) for every NM811 locate request (standard, design, wide-area, damage, emergency, etc.), per NM State Law.

1.10.2 Ensure that all after-hours (5pm-8am weekdays & all weekend hours) and holiday emergency tickets are properly responded to in accordance with NM State Law.

1.10.3 Attend all wide-area locate and any other project conferences in accordance with NM State Law.

1.10.4 OMI shall contact the Public Works Department (Records & GIS Manager or approved staff member) if a CITY facility is not mapped properly or at all for any NM811 locate request.

1.10.5 Follow all APWA marking guidelines in accordance with NM State Law.

1.10.6 Immediately report all damaged Traffic infrastructure (streetlights, traffic signal, interconnect, conduit, etc.) to the Public Works Department's Traffic Section Manager.

1.10.7 Immediately report all damaged storm drain infrastructure to the Streets and Right of Way Manager.

1.10.8 OMI shall report all damages to the Pipeline Safety Bureau within 30 days of occurrence

4. Article 5.6 is deleted in its entirety and replaced with the following:

5.6 CITY shall provide for OMI's exclusive use all vehicles and equipment required for fulltime use at the Project, except for ½-ton and ¾-ton pickup trucks and vehicles and equipment furnished by OMI for expanded T&D and Line-Locator services, including a Vactor Truck, Dump Truck and Trailer, Backhoe, F450 Truck and Trailer, Mini-Excavator, and Street Sweeper, with the understanding that OMI will continue to abide by the CITY's Vehicle Use Policy. The Vehicle Use Policy does not apply to the vehicles that are provided by OMI. OMI will repair or replace any CITY vehicle or equipment damaged by OMI employees or as a result of OMI negligence. Funding to repair or replace any CITY vehicle or equipment shall be submitted to the CITY within 60 calendar days of the damage.

5. Article 8.2.3 is deleted in its entirety and replaced with the following:

8.2.3 Upon ninety (90) days written notice to OMI, the CITY may, without cause and without prejudice to any other right or remedy to the CITY, elect to terminate this Agreement. In such case of early termination by the CITY, the following termination fees shall apply:

8.2.3.1 In such case, OMI shall receive a termination fee of Three Hundred Thousand Dollars ($300,000) if termination occurs in contract years 2024-2025 or 2025-2026 of

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this Agreement. The fee shall not include costs for demobilization and related costs and shall in no way include payment for future profits that could have been received by OMI had the contract continued for its entire term. The indicated termination fees shall be reduced by any outstanding encumbrances incurred by OMI on behalf of the CITY which the CITY subsequently assumes.

8.2.3.2 In addition to the early-termination fees as prescribed in 8.2.3.1, OMI shall receive a termination fee for Capital Cost Recovery related to vehicles and equipment leased/purchased by OMI for expanded T&D and Line-Locator services. Upon receipt of such notice of termination, OMI shall provide CITY with sufficient and acceptable documentation to prove the calculation of the Capital Cost Recovery amount, which shall not under any circumstances exceed the amounts set forth below:

Vehicle and Equipment Capital Cost Recovery	
Contract Year	Max. Early-Termination Fee
2024-2025	$2,240,000
2025-2026	$1,920,000
2026-2027	$1,600,000
2027-2028	$1,280,000
2028-2029	$960,000
2029-2030	$640,000
2030-2031	$320,000

8.2.3.3 Upon termination and in lieu of the termination fee as prescribed in 8.2.3.2, the CITY may elect to purchase OMI vehicles and equipment used in the provision of expanded T&D and Line Locator services under this Contract at the then effective fair market value at the time of disposition or a mutually agreeable cost plus a leasing transfer fee and applicable taxes, if any, at which point OMI will exercise its purchase option with the leasing company, as applicable. The CITY may engage a third party with expertise in equipment and/or vehicle sales and valuation to ensure appropriate value and pricing of equipment. Upon the exercise by the CITY of its option to possess the subject equipment and upon payment by CITY, OMI shall convey within 45 calendar days or upon such other mutually agreed time, all of its rights, title and interest, thereto, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

6. Attachment A – Scope of Work section 1.3.2.8 is deleted in its entirety and replaced with the following:

A.1.3.2.8 Perform emergency and other water line repairs. OMI's staff will repair all water line breaks in a timely manner and with minimum disruption of the neighborhood and traffic flow, completing water main repairs as soon as possible and water service line repairs within three (3) calendar days. OMI will be responsible for securing the proper traffic control for the safety of workers and traffic. Failure to perform as scheduled is subject to penalty as described in ATTACHMENT D.5.

7. Attachment D – Compensation and Payment section D.1.1 is deleted in its entirety and replaced with the following:

D.1.1 The CITY shall pay to OMI as compensation for services performed under this Agreement, a fixed fee not to exceed Ten Million Five Hundred Ninety-Eight Thousand Six Hundred Sixty-

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Eight Dollars and Twelve Cents ($10,598,668.12) plus any applicable tax to be prorated for the period beginning December 1, 2024 through June 30, 2025. Annual fees are inclusive of the consumable budget identified in D.1.2. Subsequent years' Annual Fee(s) are to be calculated as set forth in D.1.3.

8. Attachment D – Compensation and Payment section D.4.1 is amended to replace the service-level table with the following:

Leak Activities	Average Per Month	Minimum Target Per Year
Service Line Leaks	75	700
Service Line Replacements	35	500
Main Line Breaks Water/and Sewer		45
Utility Line Locates		13,500
Public Works Line Locates	418	5,000
Meter Activities		
Meter Change Out or Rehab		1,350
Meter Setting (New Install)		1,000
Meter Service Tap		20
Distribution Activities		
Fire Hydrant Flow Test (10%)		434
Leak Detection Relocated	50	12 Areas
Valve Exercising (50%)		4,477
Unidirectional Line Flushing (Miles)		70
Collection Activities		
Sewer Line Cleaning Miles (33%)		122
CCTV Miles (20%)		73

9. Attachment D – Compensation and Payment is hereby amended to add section D.5.7 as follows:

D.5.7 In the event OMI does not repair service water line leaks within three (3) calendar days, as proscribed and in accordance with section 1.3.2.8 of Attachment A, OMI's performance will be reviewed and assessed based on a monthly count and shall be penalized according to the table below:

Fulfilment of Contract Percentage	Reduction to Monthly Service Fee
90% or more	$0
85% - 89.9%	$2,500 (Two Thousand Five Hundred Dollars)
80% - 84.9%	$5,000 (Five Thousand Dollars)
75% - 79.9%	$7,500 (Seven Thousand Five Hundred Dollars)
74.9% or less	$10,000 (Ten Thousand Dollars)

Should any unanticipated events or Unforeseen Circumstances occur resulting in circumstances that restrict OMI's ability to perform repairs within three (3) calendar-days, the CITY and OMI shall review the event and the circumstances on a case-by-case basis to determine what, if any, fee reduction shall be applied to the monthly service fee.

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All other terms and conditions not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, "CITY" and "OMI" have executed this instrument and the Amendment is effective as of the date and last signature.

CITY OF RIO RANCHO

By: _____
Matthew B. Geisel, City Manager

Date: _____

Approved as to Form:

By: _____
Josh Rubin, City Attorney

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Name: _____
Paul Rheault, Vice President

Date: _____

DRAFT

JACOBS (OPERATIONS MANAGEMENT INTERNATIONAL, INC.)

SERVICES CONTRACT

FOR

THE CITY OF RIO RANCHO, NEW MEXICO

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SERVICES CONTRACT

THIS SERVICES CONTRACT is made and entered into by and between the **City of Rio Rancho**, 3200 Civic Center Circle NE, Rio Rancho, NM 87144, hereinafter referred to as "CITY", and **Operations Management International, Inc.**, a wholly owned subsidiary of Jacobs Engineering Group Inc., 9191 S. Jamaica Street, Englewood, Colorado 80112, hereinafter referred to as "OMI".

WHEREAS, the CITY owns and provides for the operation of water, wastewater and recycled water; and

WHEREAS, the CITY issued a Request for Proposal for Operation of Water Utilities System, RFP 21-UT-011, on January 24, 2021, incorporated herein by reference; and

WHEREAS, OMI submitted its technical and cost proposals, in response to RFP 21-UT-011, on March 11, 2021; incorporated herein by reference; and

WHEREAS, The CITY and OMI negotiated certain terms regarding the services to be provided during a presentation on May 6, 2021 pursuant to the RFP 21-UT-011, this information shall be incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1 TERM

Unless sooner terminated, this Agreement will be effective as of July 1, 2021 for an initial contract period of five (5) years with the CITY and OMI having the option to mutually agree in writing to extend the initial contract period for an additional five (5) year contract extension for a total maximum contract period of ten (10) years.

2 DEFINITIONS

2.1 Adequate Nutrients - Plant influent nitrogen, phosphorus and iron contents proportional to BOD5 (Biological Oxygen Demand) in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD5.

2.2 Annual Fee - Predetermined, fixed sum for OMI's services that are set forth in ATTACHMENT D. This compensation does not include Out of Scope Services. This Annual Fee does not include gross receipts taxes (GRT).

2.3 Biologically Toxic Substances - Any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of CITY's Permits. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.

2.4 Capital Expenditures - Any expenditures of five thousand dollars ($5,000) or more for (1) the purchase of new equipment or facility, (2) major repairs which significantly extend equipment or facility service life two years or more (3) projects that are planned, non-routine and budgeted by the CITY.

2.5 Computer Maintenance Management System (CMMS) - A computerized inventory of the operating equipment and water utilities system that is continually updated. The CMMS includes maintenance schedules for the equipment in the CITY's water and wastewater utilities system as defined in Section 2.10. The CMMS will contain the equipment data information sheet. The CMMS provides work orders for routine preventative maintenance and corrected maintenance of the CITY's Water

Utilities System. The CMMS provides for trend analysis of equipment breakdown and replacement. Periodic reports are generated to inform the operators as well as the CITY as to the status of the Water Utilities System.

2.6 Consumable office, lab and safety supplies - provided by OMI shall be: 1) office supplies such as paper and toner, 2) Safety Supplies, such as PPE (gloves, vests and safety glasses), and 3) Laboratory Supplies such as glassware and reagents.

2.7 Cost - Cost means all direct and indirect costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP).

2.8 Emergency - An unforeseen incident of disruption of service or process within the water utilities system that left unresolved may cause property damage to associated equipment and property.

2.9 Independent Services Contractor - A firm not related to the CITY, which offers the professional services of its management and employees for a fee. The firm incurs its own liabilities and obligations in the provision of services to the CITY.

2.10 Maintenance - Those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by OMI to maximize the service life and operability of the equipment, sewer, vehicles and facilities.

2.11 Major Plant Equipment - Equipment that is essential to produce or process water or wastewater properly and has an asset value of Five Thousand Dollars ($5,000.00) or more. Equipment may include, but is not limited to, pumps, motors, drives, motor control panels, structures, monitoring systems, or any combination thereof.

2.12 Meter Change Out - The work activity of changing out an existing water meter from an accounts meter can for a different or new meter to improve efficiencies in reading meters. Change out activity does not necessarily, but may require the installation of new fittings, setters, or meter box adjustments.

2.13 Meter Rehabilitation – The work activity and materials required to correct or repair an existing water meter installation set up, without changeout or replacement. Activities include, but are not limited to, meter can adjustment, addition or removal of meter fittings to provide the proper setting of a water meter, in conjunction with the rehabilitation work.

2.14 Meter Setting – The work activity and installation of materials required to establish a new water meter service. Meter settings are typically the activity of installing a new water meter into a newly set meter box for the purpose of registering water consumption by an account.

2.15 Meter Service Tap – The work activity required to establish a new water service that includes the excavation of street asphalt or dirt to expose the water main and perform a tap into the line, two (2) inch or less, and install a service line and fittings to connect into a meter box for installing the new water meter.

2.16 Mobile Equipment - Mobile machinery, tools and equipment, not licensed for road use including but not limited to backhoes, trailer mounted generators, and front end loaders, etc.,

2.17 Notice of Responsibility – Formal written notice (letter or email) with a copy of the claim attached as detailed in Article 25.

2.18 Operator Dashboard - OMI will be responsible for regular updates and upgrades to the dashboard as needed and/or requested by the CITY. The CITY will have access to the dashboard and all

historical data within it even after of this Service Contract with no further action required by the CITY. However, if the CITY wishes to ongoing use of the dashboard for future operations after the expiration of this Agreement, OMI may provide such services (if available) for an agreed upon management fee.

2.19 Out of Scope Services - Those services requested by CITY incidental to/or not specifically identified or included in OMI's Scope of Services, but are related to the services contemplated under this Services Contract, not limited to, services and/or Costs for plant or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short-term incidental projects.

2.20 Performance Evaluation Report - A formal report which routinely monitors OMI's activities in comparison to the Performance Plan for the contract year. The report shall also include overall performance of OMI and its relationship with the CITY.

2.21 Performance Plan - A plan prepared by OMI for each contract year and approved by the CITY, which details the work to be accomplished. The Performance Plan shall include planned activities in conjunction with the operation, maintenance and management of CITY's water production, wastewater treatment and associated activities, including the submittal of data on capital improvement needs to support utility capacity and maintenance. The Performance Plan shall provide time schedules for accomplishment of planned activities.

2.22 Performance Plan Criteria – A list of activities to be performed by OMI in a timely manner. Activities may be a one-time issue or repetitive throughout the agreement.

2.23 Project - The management, operations and maintenance of all equipment, vehicles, grounds, rights of way, sewers and facilities described in ATTACHMENT B including water production, treatment and distribution systems, wastewater collection, treatment and effluent distribution systems, and office facilities.

2.24 Repairs - Those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, water and sewer system, vehicles or facilities or some component thereof.

2.25 Sanitary Sewer Overflow (SSO) - Unintentional overflow from the sewer collection system of untreated municipal sewage, said overflow caused by a breakage, stoppage, or mechanical malfunction in a conveyance device.

2.26 Supervisory Control and Data Acquisition (SCADA) - The automation and control system used to collect data and operate certain equipment in an automated mode.

2.27 Subcontractor - A person or company that provides specialized services, equipment, knowledge, and trained staff for work beyond the capabilities of OMI's expertise, staff availability or equipment availability

2.28 Unforeseen Circumstances - Any event or condition which has an effect on the rights or obligations of the parties under this Services Contract, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Services Contract, including but not limited to (i) an Act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) labor disputes, strikes, work slowdowns or work stoppages of other entities, i.e. excluding labor disputes, strikes, work slowdowns or work stoppages by employees of

OMI; and (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

2.29 Useful Life – The number of years any equipment or property is expected to be in use for the purpose for which it was acquired.

2.30 Water Utilities System – All water, wastewater and recycled water infrastructure including but not limited to, wells, pumping stations, storage tanks, distribution systems, wastewater treatment plant, lift stations, collection systems, reuse wells, reuse pumping stations, reuse storage tanks, reuse distribution systems, and all other equipment, systems and materials necessary to operate and maintain the municipal water, wastewater and recycled water utilities systems.

3 SCOPE OF SERVICE - GENERAL CONTRACT TERMS

3.1 Engagement

3.1.1 CITY hereby engages OMI as an independent services contractor to furnish the services described herein and detailed in ATTACHMENT A hereto, at and for the compensation provided herein, and OMI hereby accepts such engagement upon such terms. OMI shall furnish the services necessary for the operation and maintenance of the Project. In the performance of its duties under this Services Contract, and only for the performance of such duties, OMI may use and occupy the property, facilities and equipment comprising the Project at no cost to OMI on the terms and conditions set forth in this Services Contract.

3.1.2 This Agreement is solely for the benefit of the parties hereto and no third party (including, but not limited to, any employee of OMI) shall be entitled to claim or enforce any rights hereunder.

3.1.3 OMI may provide out of scope services as requested and directed by the CITY and provided that such request does not violate applicable law. A sample Out of Scope Agreement and rates are set forth in ATTACHMENT E. Such services shall be performed at a discounted rate of a 2.95 multiplier.

3.1.4 Employee Relationship to CITY

Project employees shall be instructed by OMI to represent the CITY professionally, politely and responsively in all interactions with the public, in person and on the telephone. All Project phones and phone systems shall be answered as "Rio Rancho Utilities," without reference to OMI.

3.2 Employee Qualifications, Certifications, and Training

3.2.1 OMI shall staff the Project with employees who have met appropriate licensing and certification requirements of the State of New Mexico. OMI shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water, wastewater and recycled water process control, operations, maintenance, safety, and supervisory skills. OMI shall develop, supply and utilize prepared training programs on which employees will receive training and certification, for maintenance, process control, and laboratory Quality Assurance/Quality Control. OMI shall provide the CITY with a biannual report as to the total number of employees working on the project and the number of certified personnel and their level of certification.

3.2.2 OMI shall implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the

need, if any, for CITY to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to OMI's operations hereunder.

3.2.3 OMI shall provide a Job Description for each employee position, which shall define the essential functions necessary to do the job. Job descriptions will be updated and resubmitted to the CITY when they are amended during the term.

3.2.4 OMI shall provide additional temporary personnel for specific repair projects as required to complete work activity. OMI and CITY shall agree to the need for additional personnel and to establish compensation rate prior to work beginning. Additional personnel will be used on line repairs when the number of line leaks and breaks exceed an acceptable level of water waste or citizen tolerance. Additional temporary personnel may be used on major system repairs at water, wastewater and recycled water facilities when such repairs are considered beyond normal maintenance. OMI shall be compensated by the CITY as described in ATTACHMENT D1.3., D1.4, D1.5, D1.6, and D1.7.

3.3 Environmental Regulatory Compliance

3.3.1 OMI shall review new and pending laws, regulations, rules and ordinances (laws) pertaining to drinking water and wastewater treatment facilities and the permits that they operate under, at Federal, State and Local level. As soon as OMI becomes aware of regulatory changes, OMI will make recommendations to the CITY regarding changes to the utility system as required by the new laws and for any necessary capital or operational improvements needed for compliance. OMI will work with CITY's staff to understand the new requirements and propose changes to regulatory rules and or ordinances for consideration by the CITY for further action, codification or ordinance modification by the CITY as necessary.

3.3.2 OMI shall encourage project personnel to participate effectively in professional and trade associations to understand upcoming trends in operations and regulatory requirements. At a minimum project personnel shall participate in the New Mexico Water and Wastewater Association and the Municipal League. OMI shall annually report participation in professional and trade associations to the CITY.

3.3.3 OMI shall be responsible for the Industrial Pretreatment Program, Fats, Oils and Grease (FOG), Domestic Wells, and Back Flow Prevention Program. OMI shall set a schedule of inspections and registrations. Failure to perform as scheduled is subject to penalty as described in ATTACHMENT D.5.

3.3.4 OMI shall be responsible for the operational data in the annual Consumer Confidence Report (CCR) as required by US EPA Safe Drinking Water Act (SDWA) that characterizes the CITY's water quality and compliance or excursions of any and all regulations governing drinking water provided by the CITY. The CITY shall pay the cost for the preparation and delivery of the CCR as budgeted by OMI in the CITY's annual budget. OMI shall deliver to the CITY no later than March 1st of each year all of the data that OMI is responsible for that is necessary to meet the requirements for reporting and producing the CCR. OMI will review the CCR for completeness and provide comments to the CITY.

3.3.5 OMI shall ensure all regulatory reports; Federal, State, County, and Local are properly completed and submitted to the appropriate agencies in a timely manner. Any and all mistakes or deadlines not met shall be subject to actual penalty assessed by regulatory agency and/or as defined in ATTACHMENT D.5.

3.4 Central Purchasing, Inventory Control, and Asset Management

3.4.1 OMI shall staff a central purchasing function within CITY facilities that shall be responsible for inventory, supplies and purchasing. OMI shall be responsible for proper tagging of capital items, to include but not limited to, items greater than Five Thousand Dollars ($5,000.00) or as defined in the CITY's Capital Asset Policy. OMI shall enter capital inventory and improvements into the CMMS.

3.4.2 OMI shall provide necessary information and support drafting of applications for grants and legislative requests for funding. OMI shall support the CITY's pursuit of funding opportunities though their corporate office to help the CITY obtain funding for needed capital and maintenance programs.

3.4.3 OMI shall be responsible for all documentation of all water, wastewater and recycled water facilities and their contents into the CMMS. Documentation is required of all equipment and vehicles. OMI shall perform a self-audit utilizing the CMMS records that will be included with the Contractor's Quarterly Report.

3.4.4 OMI shall set up an Asset Management system that works with CMMS for the effective and efficient operation of the CITY's Utilities System. The Asset Management System shall comply with industry standards. The Asset Management System shall include, but not be limited to, the following information: detail description of asset and any of its subparts, asset's value and useful life schedule, provide recommendation for Infrastructure Capital Replacement (ICIP), risk assessment of asset, consequences of asset failure, and schedule of re-assessment of assets. OMI will be responsible for ongoing upkeep of all data and the program while under contract and all data within the program will be owned by the CITY for both the Asset Management and CMMS programs. If the CITY wishes to ongoing use of the Asset Management and CMMS systems for future operations after the expiration of this Agreement, OMI may provide such services (if available) for an agreed upon management fee. All CITY owned data shall be conveyed to the CITY in a functional form which can be used by the CITY or operations contractor without interruption or extensive re-programming.

3.5 Property Inventory and Maintenance

3.5.1 OMI shall be responsible for property inventory and for maintaining all manufacturers' warranties on equipment and vehicles purchased by CITY and assist CITY in enforcing existing equipment warranties and guarantees. Maintenance information shall be maintained in a computerized maintenance management system (CMMS). The CMMS shall include documentation of corrective, preventive and predictive maintenance and a spare parts inventory.

3.5.2 Within 6 months of the effective date of this Services Contract, OMI and CITY shall mutually agree to the preventative maintenance requirements and the net book values of CITY's equipment, which is to be maintained by OMI, both of which shall be documented in the CMMS.

3.5.3 Preventive maintenance shall be performed on CITY owned equipment in accordance with manufacturers' recommendations or acceptable industry standards as approved by the CITY, or as otherwise mutually agreed to by the CITY and OMI. Documentation of such maintenance shall be provided in accordance with reporting requirements set forth in ATTACHMENT G.

3.5.4 From time to time the CITY and OMI may mutually agree that it is beneficial or necessary

to defer preventative maintenance and such agreement shall be so documented in the CMMS. In the event that OMI defers maintenance in absence of such agreement, upon deferral, OMI shall immediately present an action plan to perform the deferred maintenance to the CITY for approval.

3.5.5 OMI shall promptly notify CITY of any equipment failure. OMI shall be responsible for repair or, if necessary, replacement of failed equipment, if the failure of such equipment is reasonably related to OMI's failure to maintain the equipment in accordance with the standards set forth in this Section 3.5. OMI's financial exposure for lack of maintenance or lack of supporting documentation is limited to the equipment repair costs or the net book value of the equipment. Should a dispute arise over responsibility for an equipment failure, the parties agree to resolve the dispute in accordance with Article 25 of this Agreement. Should failure be due to or associated with a natural phenomenon (e.g. weather including flooding and lighting strikes) or third party acts (e.g. vandalism, terrorism, etc.) the CITY shall be responsible for equipment repair or replacement costs.

3.6 Relationship with CITY

3.6.1 The CITY's Utilities Department Director, or Designee, will be the primary point of contact for OMI in conduct of all contract activities. OMI agrees to send all communications through the Utilities Department Director (hereinafter referred to as "Director") or in his absence, his designee. OMI agrees to prepare reports for presentation at meetings of the Rio Rancho Infrastructure Advisory Board and the Rio Rancho Governing Body, as mutually agreed upon between the CITY and OMI. OMI also agrees to notify the Director and the Director of Public Works of any contact and requests received directly from members of the Governing Body or the Infrastructure Advisory Board, and to defer all such communications to the Director, or, in his absence, the Deputy Director.

3.6.2 OMI's primary point of contact shall be the Project Director; hereafter referred to as "Project Director" of the CITY's Water and Wastewater operations. The Project Director will direct the Project and employees and will interact with the Director of the CITY's Utilities Department. The Project Director will be responsible for implementing all policies, activities, reports and communications.

3.6.3 The Project Director, or his successor, if any, shall reside within the Rio Rancho city limits.

3.6.4 The position of Project Director is critical to the success of the Project therefore OMI shall not, absent good cause, replace or remove the Director during the term of this Services Contract, without approval of the Director.

3.6.5 If the Project Director resigns his position or otherwise ceases his employment with OMI, OMI shall appoint a successor Project Director as soon as possible with the prior approval of the Director.

3.6.6 If the Director determines that the Project Director is performing his management and, in turn, OMI's operation and maintenance responsibilities under this Services Contract, in an unsatisfactory manner, or irreconcilable differences or an unworkable relationship between the Director and the Project Director exist, OMI, upon notice by the Director of such circumstances, shall replace such Project Director with a successor acceptable to the Director; provided, however, said notice shall not be unreasonably given. In that regard, the CITY represents that it shall not give such notice to OMI unless and until the Director has exercised reasonable efforts to rectify to his satisfaction the situation, in accordance with the provisions specified in Article 25.

3.6.7 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by CITY shall remain the exclusive property of CITY unless specifically provided for otherwise in this Services Contract. CITY property shall bear only the CITY logo.

3.6.8 All signs, decals, logos, approved signage and stationery related to the Project's appearance to the public shall bear the insignia of the CITY of Rio Rancho, Utilities Department with minor reference on stationery and uniforms to Jacobs as the CITY's contractor will be allowed, but only upon approval by the Director.

3.6.9 CITY's employees so designated by CITY's representative may make visits at any time. All visitors to the Project shall sign in and comply with OMI's operating and safety procedures.

3.6.10 Visits by civic groups and school children will be arranged at the convenience of OMI, for field trips and educational tours. OMI shall provide knowledgeable staff to conduct tours and speak to visitors. All safety procedures will be strictly adhered to by all visitors.

3.6.11 From time to time the CITY may ask OMI to help with various temporary pilot plant activities. OMI and the CITY agree to consider each request on a case-by-case basis and if both parties agree to the level of effort being beyond the scope of work, OMI shall submit costs as Out Of Scope to cover this activity.

3.6.12 It is understood that the relationship of OMI to the CITY is that of independent services contractor. OMI's employees shall be employees of OMI and not of the CITY. The services provided under this Services Contract are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated.

3.6.13 OMI is responsible for establishing and maintaining a safe working area in accordance with industry standards as well as meeting any and all permits required under federal, state, or local laws and ordinances. Should OMI become aware of activities that do not comply, OMI shall diligently work to resolve such non-compliance and immediately notify the CITY's designated position (Utilities Department Director).

3.6.14 This Services Contract shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Services Contract without the prior written consent of the other party. Consent shall not be unreasonably withheld. This Services Contract shall be governed by and interpreted in accordance with the laws of the State of New Mexico with venue in Sandoval County. Prior to the Commencement Date of this Services Contract, each party shall designate in writing an employee or other representative of the designating party who shall facilitate the approval of changes in the Scope of Service and compensation therefore, reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.

3.6.15 Severability. If any term, provision, covenant, or condition of this Services Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

3.6.16 All notices shall be in writing and transmitted to the parties' addresses as stated below. All notices shall be deemed effectively given when delivered, if delivered personally or by courier mail service, i.e. Federal Express, or if delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S.

Mail, return receipt requested, or received by the party for which notice is intended if given in any manner.

3.6.17 Wherever used, the terms "OMI" and "CITY" shall include the respective officers, agents, directors or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.

4 SCOPE OF SERVICE - OMI

OMI shall provide services as described in ATTACHMENT A, incorporated herein by reference.

5 CITY'S DUTIES

5.1 OMI shall make recommendations for Capital Expenditures and Major Plant Equipment and improvements including providing CITY with an explanation for the need and urgency of the improvement.

5.2 Any loss, damage, or injury resulting from CITY's failure to provide funds for such expenditures when reasonably requested by OMI shall be the sole responsibility of CITY.

5.3 In the event OMI is required to pay any sales tax, use, or gross receipt taxes on the value of the services provided by OMI hereunder, the CITY shall pay OMI such taxes, unless the CITY furnishes a valid and properly executed exemption certificate relieving the CITY and OMI of the obligation for such taxes. In that regard, CITY will provide documentation to OMI that will exempt OMI from the payment of gross receipts tax (GRT) to the State of New Mexico if the New Mexico Department of Taxation and Revenue grants such approval.

5.4 The CITY shall provide OMI, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of CITY's construction equipment or other equipment as may be reasonably requested by OMI if such equipment is available so that OMI may discharge its obligations under this Services Contract in the most cost-effective manner. The CITY may elect to provide rental equipment if owned equipment is not available.

5.5 CITY shall provide and pay all registrations and licenses for CITY's vehicles used in connection with the Project, provided that associated costs are included by OMI in the CITY's annual budget prepared for the CITY in the budget cycle.

5.6 CITY shall provide for OMI's exclusive use of all vehicles except ½ ton and ¾ ton pick-up truck and equipment required for full-time use at the Project, with the understanding that OMI will continue to abide by the CITY's Vehicle Use Policy. The Vehicle Use Policy does not apply to the vehicles that are provided by OMI. OMI will repair or replace any vehicle or equipment damaged by OMI employees or as a result of OMI negligence. Funding to repair or replace any vehicle or equipment shall be submitted to the City within 60 calendar days of the damage.

5.7 CITY shall provide for OMI's entry into existing disposal facilities for wastewater screenings, grit, sludge and scum, including wood chips, to the degree that the CITY has any control over such entry.

5.8 CITY shall provide the Project with appropriate security fencing as required by law to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by CITY and shall accept liability for such losses except to the extent such losses are caused by the negligent acts or omissions of OMI.

5.9 CITY shall pay for fuel for city provided vehicles and equipment. OMI will provide fuel for OMI owned vehicles.

5.10 The list of goods and services that the CITY shall pay for shall include, but shall not be limited to:

5.10.1 Utilities; electrical, gas; solid waste; sludge disposal; water and sewer charges; chemicals, subject to Section 5.10.12, below.

5.10.2 Maintenance of Office Equipment

5.10.3 Computer hardware upgrade and maintenance

5.10.4 Computer software upgrade and maintenance

5.10.5 Land line telephone system, used at the Project

5.10.6 Repair Cost and Maintenance Cost

5.10.7 Building space for operations and administration

5.10.8 Insurance as provided in Section 18.2

5.10.9 Copier rental

5.10.10 Expendable safety equipment and supplies. The CITY shall not be responsible for the provision of items defined as OMI supplies in definitions Section 2.6

5.10.11 Laboratory materials and equipment and special testing beyond the capabilities of the CITY's laboratory.

5.11 CITY shall provide OMI with its best information as to Water Utilities System maps showing line sizes, line locations, valves, and lift stations Any changes to the current maps and/or new lines installed shall be updated at least once every quarter and information shall be shared with the Department and with the GIS Section of the Public Works Department.

5.12 The CITY shall provide for the replacement of equipment used in the Project when such equipment fails due to normal wear and tear or when the cost to return the equipment to a safe or productive operating condition exceeds the depreciated value of the equipment, subject to the provisions of Section 3.5.

5.13 CITY shall allow OMI to adjust operating conditions, with prior CITY approval, to take advantage of unit cost savings regarding electric consumption and share in appropriate savings in a manner mutually agreeable.

5.14 CITY shall pay for all water rights.

5.15 CITY shall acquire SCADA system improvements based on OMI's detailed recommendations. If approved, the CITY will make arrangements for the design and implementation of said improvements. Acquisition shall include monitors, alarms, video cameras, sensors and remote controls to the water production facilities; lift stations, recycled water facility and wastewater treatment plants. OMI shall notify CITY of required maintenance or upgrades to the CMMS.

5.16 CITY shall provide, maintain and repair CITY provided computers, printers, scanners, fax machines, office furniture, office telephones and equipment at all office locations.

5.17 CITY will pay for the operations, maintenance and repair of office equipment, computers, software, copiers and phone system with OMI paying for its long-distance portion of the phone bill that is not related to its support to the CITY's water utility functions. OMI will maintain a log of long distance calls, which will be reconciled with each month's billing, allocating the appropriate costs to corporate support. If OMI fails to request payment for a software maintenance agreement within the Fiscal Year budgeted, then OMI will be responsible for the cost to bring the software maintenance agreement up to date.

5.18 CITY will provide a reasonable amount of office space for OMI Project Administration.

5.19 CITY will, with OMI's assistance, record an annual inspection and audit of all structures, rolling stock, equipment, and real property owned by the CITY which is managed and maintained by OMI, and, with OMI's assistance, documenting reconciliation of any discrepancies between the current year's and the prior year's inspection and audit.

5.20 CITY will provide new water meters as required.

6 PERFORMANCE REPORT

6.1 The Performance Evaluation Report will be conducted on a monthly basis, due within 30 days of the close of the Quarter. The report will include percentage completed of all goals outlined and agreed upon at the start of the fiscal year and will also include any other pertinent information that OMI deems important and/or necessary.

6.2 As necessary, the Performance Evaluation Report will be modified to reflect changes in circumstances and expectations, which may affect the evaluation.

6.3 OMI will annually establish, subject to CITY approval, Performance Plan Criteria to measure OMI's performance. OMI's performance review will be conducted monthly for the duration of the contract. Performance Plan Criteria shall be finalized by June 30th and shall be incorporated by reference as ATTACHMENT F to this Agreement. Performance plan items are improvement areas and goals will be tracked and submitted each year to the City for review no later than August 15th. Any new system requirements will be eligible for financial payment by the City based upon documented costs submitted by OMI and reviewed and accepted by the City. The City's acceptance shall not be unreasonably withheld.

7 COMPENSATION AND PAYMENT

Compensation and payment shall be made in accordance with the provisions of ATTACHMENT D.

8 TERMINATION OF CONTRACT

Either party may terminate this contract as follows:

8.1 Termination by OMI:

8.1.1 OMI may terminate the contract upon the sale or transfer of the water/wastewater utility to an entity other than the CITY prior to the expiration of this contract. If so terminated, OMI may claim appropriate premature termination damages. The Management Board described in Article 25 of this Services Contract shall agree upon such costs.

8.1.2 OMI may terminate this contract for its convenience upon ninety (90) days written notice, through written, mutual agreement between the CITY and OMI.

8.2 Termination by the CITY

8.2.1 The CITY may terminate this contract for cause. The occurrence of either one of the following events will justify termination for cause: (a) OMI's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment), (b) OMI's violation in any substantial way of any provisions of this contract.

8.2.2 If either one of the events identified in the above paragraph occur the CITY may, after providing written notice of the violation and reasonable time to cure, proceed with employing the dispute resolution procedures set forth in Section 25 of this AGREEMENT. If there is no resolution after exhausting the process set forth in Section 25, CITY may terminate the service of OMI.

8.2.3 Upon ninety (90) days written notice to OMI, the CITY may, without cause and without prejudice to any other right or remedy to the CITY, elect to terminate the contract. In such case, OMI shall receive a termination fee of Four Hundred Thousand Dollars ($400,000) if in year 1, Three Hundred Fifty Thousand Dollars ($350,000) if in year 2 and Three Hundred Thousand Dollars ($300,000) if in years 3, 4, or 5 of this Agreement. The fee shall not include costs for demobilization and related costs, and shall in no way include payment for future profits that could have been received by OMI had the contract continued for its entire term. The indicated termination fees shall be reduced by any outstanding encumbrances incurred by OMI on behalf of the CITY which the CITY subsequently assumes.

8.3 Upon termination of this Services Contract, OMI shall assist CITY in assuming operation of the Project, or preparing to transition to a new contractor. If additional Cost is incurred by OMI at request of CITY, CITY shall pay OMI such Cost within thirty (30) days of invoice receipt. If CITY requests OMI to extend its services beyond contract termination date for transition purposes, OMI agrees to provide such services, and will invoice the CITY at a cost mutually agreed upon in the Out of Scope of Service provisions of this contract described in Section 10.4.

8.4 Upon termination of this Services Contract, OMI will return the Project to CITY in the same condition or better, as it was upon the effective date of this Services Contract, ordinary wear and tear excepted. Equipment and other personal property purchased by OMI for use in the operation or maintenance of the Project shall remain the property of OMI upon termination of this Services Contract unless the property was directly paid for by CITY, or CITY specifically reimbursed OMI for the cost incurred to purchase the property, or as this Services Contract provides to the contrary.

8.5 Sixty (60) days prior to the completion of this Services Contract, OMI shall provide the CITY with any and all project records and system programs directly related to operations, except for internal OMI corporate records, and personnel files of OMI employees. In the event of termination for cause, OMI shall provide immediate access to any and all project records and system programs upon request, except for internal OMI corporate records and personnel files of OMI employees.

8.6 In lieu of access to personnel files and prior to contract termination, OMI shall provide the CITY a report providing, at minimum, the following:

8.6.1 Employee salary by classification;

8.6.2 Employee overtime hours in previous 12 months by classification;

8.6.3 Employee's start date with the water and wastewater utility's operation;

8.6.4 Employee's job title; and

8.6.5 Employee's professional certificates and licenses.

Additionally, OMI shall request a release of additional information from its employees, if requested to do so by the CITY.

8.7 Upon termination, OMI shall assign to the CITY and the CITY may assume any contracts then in effect for products and services related to the operation and management of the Project. OMI shall be compensated for services rendered up to and including the termination date. The CITY shall not

be obligated to accept, assume or perform any contract under which OMI is in default or under which any other party is in default, or under which an event has occurred which, with the passage of time, the giving of notice or both would place OMI or another party to the contract in default.

8.8 Upon request of the CITY not later than six (6) months prior to termination of this Services Contract, OMI shall, and at CITY's expense, reasonably assist the CITY in placing it in the position to operate the Project, including providing transitional assistance in accordance with Section 8.3.

9 APPROPRIATIONS

This Services Contract is contingent upon sufficient appropriation and authorization being made annually by the Governing Body of the CITY for the performance of the services provided in this contract. If sufficient appropriations and authorizations are not made, the CITY shall promptly notify OMI in writing and this Services Contract shall terminate forthwith, provided, however, that each party shall remain liable for all obligations accrued to the date of such termination.

In accordance with Section 8.3 of this Services Contract, if the water/wastewater utility is sold/transferred to a private entity, OMI will have the option of terminating this contract as of the date of transfer.

10 CHANGES

10.1 The CITY may, from time to time, request changes in the Scope of the Services of OMI to be performed hereunder. Such changes, including any increase or decrease in the amount of OMI's compensation, which are mutually agreed upon by and between the CITY and OMI, shall be incorporated in written amendments to this Services Contract.

10.2 A Change in Scope of Services shall occur when OMI's costs of providing services under this Services Contract change as a result of any of the following:

10.2.1 Any change in Project operations, personnel qualifications or staffing which causes a change in OMI's cost of operations which is mandated or otherwise required by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change. Such change in cost of operations shall be demonstrated in writing.

10.2.2 Increases or decreases in rates or other related charges (including taxes) imposed upon OMI by a taxing authority - excluding taxes based on OMI's net income; and/or

10.2.3 Response to situations including emergencies created by Unforeseen Circumstances.

10.2.4 Response to the CITY's request for additional services or reduction of services as agreed to by both parties.

10.3 For Changes in Scope described in Section 10.2, OMI shall adjust the invoice to increase (or decrease) the Annual Fee at OMI's Cost or as mutually agreed upon by both parties.

10.4 The CITY may, from time to time, request Out of Scope Services to be performed hereunder. Such requests which are mutually agreed upon by and between the CITY and OMI, shall be incorporated in written documentation in the way of an Out of Scope Letter Agreement, a form of which is attached hereto as ATTACHMENT E.

11 SUBCONTRACTING

None of the work or services, not included in the Annual Fee, provided by a single subcontractor in excess of Twenty-Five Thousand Dollars ($25,000) per year covered by this contract shall be subcontracted without the prior review and written approval of the CITY. Any such work or services subcontracted hereunder shall be specified by written contract or subcontract and shall be subject to each provision of this Services Contract. Examples would include, but not be limited to, services outside of normal operations in excess of Twenty-Five Thousand Dollars ($25,000) and maintenance such as: HVAC, specialized welding, landscape design, fencing installation (excluding fencing maintenance), water storage tank cleaning and repairs, and specialized services and equipment.

12 ASSIGNABILITY

OMI shall not assign any interest on this Services Contract, shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY, such consent not to be unreasonably withheld. Provided, however, that claims for money by OMI from the CITY under the Services Contract may be assigned to a bank or trust company without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

13 REPORTS AND INFORMATION FOR REGULATORY AUTHORITIES

As required by law, permit or court order, OMI will prepare plant performance and administrative reports on the CITY's behalf and submit them to CITY, or their designee, for signature and subsequent transmittal to appropriate authorities.

14 RECORDS AND AUDITS

14.1 OMI shall maintain accounts and records, including property and financial records, adequate to identify and account for all costs pertaining to the Services Contract and such other records as may be deemed necessary by the CITY and to assure proper accounting for all project funds. These records will be made available for audit purposes (with the exception of the components included in the OMI Annual Fee, which are considered confidential and proprietary financial information) to the CITY or any authorized representative, and will be retained by OMI or its successors for six (6) years after the expiration of this Services Contract, or as required by law**,** unless permission to destroy them is granted by the CITY. The CITY requires access to these records on demand, during business office hours. Records will be stored in CITY-provided facilities.

14.2 Facilities, equipment and vehicles shall be made available for inspection when requested by the CITY. Prior approval for not providing access for inspection must be obtained from the Utilities Director or designee. OMI will be responsible for any penalties pursuant to ATTACHMENT D.5 for failure to provide access for inspection of the facilities, equipment and vehicles.

15 RELEASE OF INFORMATION

No reports, information, data, etc., submitted by OMI to the CITY or provided by the CITY to OMI in connection with this Services Contract shall be made available to any third party without prior written approval of the parties unless required by law. The Parties acknowledge and agree that the CITY is a "Public Body" as defined in the New Mexico Inspection of Public Records Act (NMSA 1978, §§ 14-2-1 14-2-12(as amended)) and must comply with all statutory obligations under New Mexico law. Nothing contained within this Agreement shall be considered a waiver of compliance with the New Mexico Inspection of Public Records Act.

16 COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Services Contract shall be the subject of an application for copyright by or on behalf of OMI.

17 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

OMI shall comply with all applicable laws, ordinances and codes of the Federal Government, the State, County and the CITY.

18 INSURANCE COVERAGE

18.1 OMI shall demonstrate and maintain and provide proof of insurance annually:

18.1.1 Statutory Worker's Compensation for all of OMI's employees at the Project as required by the State of New Mexico.

18.1.2 Employers' Liability for OMI's employees of $1,000,000.

18.1.3 Commercial general liability insurance, insuring OMI's negligence, in an amount of $2,000,000 per occurrence and in the aggregate. Including Broad Form Contractual Liability, Explosion, Collapse and Underground Hazards (X, C & U), Broad Form Property Damage, Independent Contractors Liability, Combined Products Liability and Completed Operations, all applicable to personal injury, bodily injury and property damage.

18.1.4 Business Automotive Liability, including OMI owned, hired and not-owned automobiles, bodily injury and property damage in an amount of $2,000,000 per accident.

18.1.5 Excess Liability Coverage in the following form for Employers Liability, Commercial General Liability, and Business Auto Liability in the amount of $5,000,000 per occurrence and in the aggregate.

18.1.6 General Contractors Pollution Liability, claims made basis, in the amount of $5,000,000 per claim and in the aggregate.

18.1.7 Fidelity and Crime Insurance

18.1.8 All Risk Equipment Floater for OMI equipment to be used on the Project.

18.1.9 Vehicle liability insurance for collision, comprehensive, and bodily injury for OMI employees driving CITY owned vehicles, through insurance classified as hired not owned.

18.1.10 OMI may, at OMI's discretion, purchase contractors equipment coverage for CITY mobile equipment in OMI's care, custody or control. OMI shall be responsible for any and all losses to CITY owned mobile equipment not covered by OMI's insurance for mobile equipment damage, which is due to any fault or negligence of OMI.

18.2 CITY shall maintain:

18.2.1 Property damage insurance for all CITY owned property utilized under this Services Contract.

18.2.2 Comprehensive Property (Replacement Value) each occurrence:

18.2.2.1	Earthquake
18.2.2.2	Flood
18.2.2.3	Electronic Data Processing Equipment
18.2.2.4	Valuable Papers and Records
18.2.2.5	Gross Earnings
18.2.2.6	Combined Extra Expense and Business Income
18.2.2.7	Location
18.2.2.8	Transportation
18.2.2.9	Transformer Coverage
18.2.2.10	Public Officials Error and Omissions
18.2.2.11	Fidelity and Crime Insurance

18.3 Both OMI and CITY will provide thirty (30) days' notice of the cancellation of any policy it is required to maintain under this Services Contract. OMI may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law but only if such action does not invalidate the property insurance of CITY. OMI to the extent allowed by its carriers shall include CITY as an additional insured under each of OMI's policies required hereunder, except for coverage under workers' compensation, and only to the extent of the liabilities assumed under the indemnity provisions of this Services Contract.

18.4 Proof of each of OMI's insurance policies required hereunder shall be in a form reasonably satisfactory to CITY. As part of the proof of vehicle and equipment insurance provided a list of the items covered shall be included. OMI shall furnish CITY a certificate of insurance for each policy providing the required insurance. All required policies shall require thirty (30) days' prior written notice to CITY before the policy is cancelled, non-renewed or reduction of coverage or limits OMI shall furnish CITY a certificate of insurance for each such policy within thirty (30) days of the commencement of this Agreement and on or before August 1st thereafter, and whenever there is any change in coverage. Certificates shall be provided to the Director.

18.5 If any part of OMI's work hereunder is subcontracted, OMI shall require each subcontractor to secure insurance equivalent in form and coverage amounts to that required of OMI hereunder, to the extent not covered by OMI's policies.

18.6 It is the intent of this Agreement that the indemnity provisions of Article 19 of this Agreement shall apply to any claims made by employees of OMI against CITY, and such provisions shall be deemed a written agreement for indemnity for purposes of New Mexico Workers' Compensation laws.

19 INDEMNIFICATION AND HOLDING HARMLESS

19.1 OMI shall defend, indemnify and forever hold and save the CITY, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses, and reasonable attorney's fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, to the extent caused by the negligent act, error, or omission, or intentional act, error or omission of OMI, its officers, employees, servants or agents.

OMI further agrees that it guarantees regulatory compliance, provided the flows and loadings to facilities are within the established design criteria for the facility (either water or wastewater). As such, OMI shall be responsible for any regulatory fines, violations or actions that result from regulatory violations when the influent flow & loadings are with design parameters, with the exception of violations resulting from force majeure events or violations resulting from or

contributed to by the acts of a third party who is not within the control of OMI.

19.2 The liability of the CITY shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, sections 41-4-1, et seq., as amended. Nothing is this Agreement is intended to conflict with current federal, state or local law, regulation, or policy. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

19.3 CITY shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on CITY and OMI that are: 1) not a result of OMI's negligence, misuse, error or omission, either intentional or unintentional; 2) a result of a force majeure event; 3) a third party outside of OMI's control; or 4) are otherwise directly related to the ownership of the Project. Both parties agree to assist with records and testimony, if appropriate, to contest any such fines in administrative proceedings and/or in court prior to any payment by the responsible Party. The Party who is responsible for the fine under the terms of this AGREEMENT shall pay the Cost of any such contest.

19.4 Indemnity agreements and liabilities for fines and civil penalties provided for in this Services Contract shall survive the termination of the Services Contract.

19.5 OMI and CITY recognize that existing conditions within production, distribution and collection systems vary and that failures may occur in the systems over time. OMI agrees to exercise due diligence to maintain free-flowing conditions within these systems and to clean the currently identified sanitary collection system once over the course of this Agreement, but may not be able to prevent leaks, breaks, blockages or backups, particularly in sections of the system that have not yet been cleaned. OMI shall indemnify the CITY for injury, property damage, or economic loss arising from the failures in the water production, distribution and sanitary collection systems only if such claims are caused by OMI's negligence, misuse, error or omission.

20 EQUAL OPPORTUNITY

20.1 Non-Discrimination. OMI will not discriminate against any employee or applicant for employment because of race, creed, sex, age, color or national origin. OMI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, age, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OMI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

20.2 Equal Opportunity Employment. OMI will, in all solicitation or advertisements for employees placed by or on behalf of OMI, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, color, sex, or national origin.

20.3 Equal Opportunity in Subcontracting. OMI will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Services Contract so that such provisions will be binding on each subcontractor.

21 CIVIL RIGHTS ACT OF 1964

Under the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

22 CONFLICT OF INTEREST

OMI warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Services Contract. OMI shall comply with statutory or ordinance provisions which relate to conflict of interest and require disclosure of amounts received under contract when and if such provisions become available, including the provisions of New Mexico Statutes Annotated Sections 10-16-8 and 10-16-9 (1978) and amendments thereto.

23 RELEASE

CITY and OMI, upon final payment of the amount due under this Services Contract, release each other and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Services Contract, except for their respective obligations arising under Article 15 – Release of Information and Article 19 – Indemnification and Holding Harmless. Both Parties agree not to purport to bind each other to any obligations not assumed herein unless either party has express written authority to do so, and then only within the strict limits of that authority.

24 SCOPE OF CONTRACT

24.1 This Services Contract 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 Services Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Services Contract.

24.2 In the event of conflicting terms among the incorporated documents, the order of precedence shall be:

24.2.1	This contract and all ATTACHMENTs
24.2.2	The CITY's Request for Proposal
24.2.3	OMI's Technical and Cost Proposals

25 DISPUTES

Disputes between the CITY and OMI. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Services Contract or out of the performance of this Services Contract, the parties agree to seek the following agreed upon process of alternative dispute resolution as soon as such controversy or dispute is identified and prior to the filing of any formal legal action. The aggrieved party shall provide written notification to the responding party, which shall include a description of the controversy or dispute and request an informal meeting. The meeting shall be conducted within fifteen (15) days of the receipt of the notification and request and shall include the CITY's Department Director and OMI's equivalent Project Director. If the parties are unable to reach a resolution within fifteen (15) days of the meeting, the Department Director and Project Director shall provide a written description of the dispute and subsequent meetings to the CITY's City Manager and OMI's equivalent Manager, who shall conduct a meeting and attempt to resolve all issues. Should any issues remain unresolved after a good faith effort to resolve between the City Manager and OMI's Manager for a period of fifteen (15) days, both parties agree to submit to mediation. The mediation proceedings shall be conducted by a certified mediator selected from the New Mexico Mediation Association, or other state certified program. The parties shall mutually agree upon the mediator and shall share all costs associated with the mediation equally. Each party's designated representative shall have full settlement authority at the time of the scheduled mediation and all agreements shall be memorialized in writing, however any settlement agreement reached in

mediation shall not alter or effect the terms of this Agreement in any way. The mediation shall be conducted within 90 days, unless an extension of time is mutually agreed upon.

Third Party Disputes. The following Sections 25.1 through 25.5 describe the process by which OMI and the CITY will review third party claim submissions and issue notices and communications. OMI and the CITY have established this procedure in order to facilitate the processing of Claims in an efficient and cooperative manner, with the goal of providing the Claimant with full information about the Claim's status as early as possible and to provide all parties sufficient time to respond and begin taking necessary steps to resolve claims.

25.1 The City and OMI will designate primary points of contact for the processing of all Claims upon execution of this Agreement and will provide updated contact information as the need arises. Point of contact information shall be issued through the City's Utilities Director and OMI's Project Director.

25.2 Upon receipt of a Claim or Notice of Tort Claim (Claim), the City will forward the Claim to OMI in order for OMI to gather relevant background information regarding the facts and circumstances surrounding, to include photos of damages caused by incident for the Claim. OMI will provide the background information and current photos of claim damage to the City no later than two working days after their receipt of the Claim.

25.3 After receipt of background information from OMI, the City's Utilities Director will determine if the Claim should be handled by the City or OMI. This determination shall be based on the facts and circumstances surrounding the event in question and shall not be considered a final legal determination and/or shall not bind either the City or OMI in any subsequent investigation or legal proceeding. If it is determined that OMI should handle the Claim, the City will notify OMI within two working days via a Notice of Responsibility. OMI will notify the Claimant that the Claim has been received and is under investigation within two working days after receiving Notice of Responsibility from the City. If the Utilities Director determines that the City should handle the Claim, the City shall be responsible for communication with the Claimant.

25.4 After Notice of Responsibility is received by OMI, in accordance with the section above, OMI will investigate the Claim and will provide the City notice of the status and/or determination of settlement within ten (10) working days. If a final determination of settlement or determination of responsibility is not provided to the City within thirty (30) calendar days after receiving notice of responsibility from the City, OMI assumes all responsibility and liability for the Claim. CITY shall notify claimant within 10 working days of the Tort Claims as to status of the claim.

25.5 If the CITY and OMI are unable to determine final responsibility after thirty (30) days, as outlined in Section 25 above, the parties agree to enter dispute resolution in conformance with Section 25, however, mediation shall be conducted within sixty (60) days unless otherwise agreed to in writing by the parties.

26 THIRD PARTY BENEFIT

Nothing in this Services Contract shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).

27 FORCE MAJEURE

Neither party shall be liable for its failure to perform its obligations under this Services Contract if such failure is due to any Unforeseen Circumstances. However, this Section may not be used by either party to avoid, delay, or otherwise affect any payments due to the other party.

IN WITNESS WHEREOF, the parties have executed this Services Contract to become effective as of the date approved by the City Manager.

CITY OF RIO RANCHO

By: _____
Matthew B. Geisel, City Manager

Date: 23/July/2024

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

By: _____
Steve Meininger, President

Date: 7/7/21

APPROVED AS TO FORM:

_____
Gregory F. Lauer, City Attorney

Address for giving notices:
City Manager
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Address for giving notices:
OMI
Attn: O&M Contracts
9191 S. Jamaica St
Englewood, CO 80112

ATTACHMENT A - SCOPE OF WORK

GENERAL INFORMATION:
In accordance with the terms and conditions of the Contract, OMI shall perform work for the City of Rio Rancho (City) as described herein. All work accomplished under the contract shall be in accordance with federal, state and city manuals, standards, guidelines, standard specifications, and standard procedures.

It is expected that OMI will maintain Maintenance Connection, the City's computerized maintenance management system (CMMS) to control and document all maintenance activities such as preventative, scheduled and emergency maintenance. In addition, this system will be used to account for operating tools and supplies used in system operations. OMI will also be required to maintain or enhance the current supervisory control and data acquisition (SCADA). OMI will ensure compliance with all applicable legislation and directives from the regulatory agencies.

INDEMNIFICATION AND HOLDING HARMLESS INFORMATION:

I. OMI shall defend, indemnify and forever hold and save the City, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses, and reasonable attorney's fees and all other expenses of any kind from any source which may arise out of this Contract or any amendment hereto, to the extent caused by negligent act, error, or omission, or intentional act, error or omission of OMI, its officers, employees, servants or agents.

   OMI further agrees that it guarantees regulatory compliance, provided the flows and loadings to facilities are within the established design criteria for the facility (either water or wastewater). As such, OMI shall be responsible for any regulatory fines, violations or actions that result from regulatory violations when the influent flow & loadings are within design parameters, with the exception of violations resulting from force majeure events or violations resulting from or contributed to by the acts of a third party who is not within the control of OMI

II. The Liability of the City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, sections 41-4-1, et seq., as amended. Nothing in this Contract is intended to conflict with current federal, state or local law, regulation, or policy. If a term of this Contract is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this Contract shall remain in full force and effect.

III. City shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on City and OMI that are: 1) not a result of OMI's negligence, misuse, error or omission, either intentional or unintentional; 2) a result of a force majeure event; 3) a third party outside of OMI's control; or 4) are otherwise directly related to the ownership of the Project. Both Parties agree to assist with records and testimony, if appropriate, to contest any such fines in administrative proceedings and/or in court prior to any payment by the responsible Party. The Party who is responsible for the fine under the terms the RFP Awarded Contract shall pay the Cost of any such contest.

IV. Indemnity agreements and liabilities for fines and civil penalties provided for in the final Services Contract shall survive the termination of the Services Contract.

V. OMI and City recognize that existing conditions within production, distribution and collection systems vary and that failures may occur in the systems over time. OMI agrees to exercise due diligence to maintain free-flowing conditions within these systems and to clean the currently identified sanitary collection system once over the course of this Contract, but may not be able to prevent leaks, breaks, blockages or backups, particularly in sections of the system that have not yet been cleaned. OMI shall indemnify the CITY for injury, property damage, or economic loss arising from the failures in the water production, distribution and sanitary collection systems only if such claims are cause by OMI's negligence, misuse, error or omission.

SERVICES TO BE PROVIDED BY CONTRACTOR:

1. **General** Although every effort has been made to fully describe the scope of services it is anticipated that changes may be required during the course of the Contract to accommodate the needs of system required by the City. Changes to the scope of work that may be required shall be negotiated and authorized by an amendment to the contract as they are identified.

1.1.1 OMI will operate, maintain and monitor the Project on a 24-hour per day, seven-day per week schedule, using an alarm system to notify operators of need for immediate attention.

1.1.2 To operate the Water, Wastewater and Recycled Water facilities, OMI will provide a sufficient number of certified operators as required by the State of New Mexico and City of Rio Rancho.

1.1.3 OMI will provide an emergency telephone number to the public, the telephone company and the Police Department for afterhours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the telephone.

1.1.4 OMIs business office will be open, at a minimum, during the same hours and on the same business days as those observed by the City.

1.1.5 OMI will be responsible for all Maintenance and Repairs for the Project. OMI will purchase materials and services necessary to perform the scope of work through the City's purchasing system

1.1.6 During its tenure, OMI will maintain a CMMS approved by the City

1.1.7 OMI will provide its own staff communication systems.

1.1.8 OMI will assist the City in creating and/or revising ordinances with regard to utilities operation responsibilities.

1.1.9 OMI will utilize City-provided computer and software systems unless otherwise approved by the City.

1.1.10 OMI will submit an operating budget in conjunction with the City's budget preparation process for each fiscal year or as requested by the City.

1.1.11 OMI will submit a list of recommended capital improvements in conjunction with the City's budget preparation process for each fiscal year, or as requested by the City.

1.1.12 OMI will support the preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the City. OMI will provide operational data as necessary for design and construction of systems improvements.

1.2 Financial Activities and Project Records

1.2.1 For those activities performed by OMI, the Project's financial records shall be maintained in general conformity with municipal accounting standards. OMI will utilize existing computer hardware and software as designated by the City. Goods and services used in water, wastewater and recycled water operations shall be acquired through the City's procurement system. OMI will submit invoices with supporting documentation for payment by City for these services and goods. Records for these transactions shall be maintained and made available for audit at request of the City. The Annual Fee portion of the contract shall be exempt from this requirement.

1.2.2 OMI shall maintain in good condition the City's operating equipment, vehicles, infrastructure and buildings, materials, supplies, documents, manuals, specification copies. OMI shall duly account to the City as a fiduciary thereof for those possessions. OMI shall be responsible for reporting in writing to the City and through the annual budget process, any and all maintenance and capital improvements that will serve to optimize plant operations and preserve the City's assets.

1.2.3 OMI will keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Project. Such records are the property of the City and shall include, but are not be limited to NPDES reporting requirements, State of New Mexico reports to NMED and OSE.

1.3 Utilities Operations Management

1.3.1 Water Production

1.3.1.1 OMI will provide a sufficient number of certified operators as required by Federal, State and local regulations for water operations to operate the City's water and arsenic treatment facilities.

1.3.1.2 The City obtains all drinking water from 14 municipal water wells.

1.3.1.3 The water must be tested and chlorine residuals maintained throughout the City. Additionally, the water must be sampled and confirmed acceptable for consumption per state and federal requirements. OMI to ensure testing is being performed.

1.3.1.4 OMI has no responsibility for the quality of water received from the wells, but is responsible for providing additional treatment to ensure that safe drinking water is delivered to customers using equipment and chemical treatment systems provided by the City.

1.3.1.5 OMI will operate, maintain, and repair the City's municipal water wells, booster pumps, pressure reducing valves, and all equipment necessary to produce and deliver safe drinking water to the customers of the City's water utilities. OMI will ensure that all water produced for drinking meets or exceeds all federal, state, and local laws regulating the quality of safe drinking water through regular and required laboratory analysis.

1.3.1.6 OMI will operate, manage and perform maintenance repairs on the City's water wells and water storage tanks. OMI will immediately notify the City when specialized maintenance, repairs, rework or abandonment appear to be required, and will coordinate repairs on the City's behalf.

1.3.1.7 OMI will annually flow test well meters and repair and replace meters as necessary.

1.3.2 Water Distribution

1.3.2.1 OMI will provide a sufficient number of certified operators as required by Federal, State and local regulations for water and wastewater operations.

1.3.2.2 OMI will operate, maintain, and repair the City's water transmission and distribution systems. Such maintenance includes water service lines to the curb stop. OMI will respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified

of such incidents.

1.3.2.3 OMI services in this function shall specifically include, but not be limited to the activities described below:

1.3.2.4 Clean a minimum of fifty (50) miles of line annually. OMI will account for the water volume used to conduct this service as part of the annual water use accounting.

1.3.2.5 Operate 50% of valves at a minimum of once per year with the date of operation recorded in CMMS for future reference

1.3.2.6 Assess plans for current, as-built, water distribution system and identify alternative corrective measures for water storage and distribution system deficiencies.

1.3.2.7 Document the conditions and evaluate redundancies in the water system storage and pumping facilities.

1.3.2.8 Perform emergency and other water line repairs OMI's staff will repair all water line breaks, in a timely manner and with minimum disruption of the neighborhood and traffic flow. OMI will be responsible for securing proper traffic control for safety of workers and traffic.

1.3.2.9 Provide updates for record keeping and documentation of record drawings associated with the water storage, pumping and distribution system, and repairs, maintenance, and construction. Updates shall be submitted to the Utilities' Administration staff.

1.3.2.10 Provide technical and operational water information (non-engineering) on an annual basis or as needed for grant, loan, and bond application preparation efforts of the City.

1.3.2.11 Locate leaks and use instruments to identify leaks in conjunction with the City's Leak Detection Program

1.3.2.12 Prepare the site for water line taps as a result of system repairs and new construction performed by OMI.

1.3.2.13 Change out and/or rehabilitation of all water meters and associated assemblies as necessary for maintenance purposes. Work orders will be provided to OMI on all meters requiring service as determined by the Utility Services Division staff.

1.3.2.14 OMI shall perform up to 1,350 meter change outs and/or rehabilitations per year

1.3.2.15 Backflow and Cross-Connection Program: OMI will manage, in conjunction with the City, the City's ordinance on backflow and cross connections. OMI will also manage a field program of notification to the City's code enforcement group and the monitoring of installations.

1.3.2.16 Domestic Well Permitting Program: OMI will manage in conjunction with the City, the City's Domestic Well Permitting Program ordinance. OMI will also monitor and notify the City's code enforcement group of violations of the ordinance. Management will include permitting, inspection oversight, and monthly and annual reports on permittee's and program's status.

1.3.2.17 Maintain a fire hydrant inspection and maintenance program that complies with American Water Works Association's Manual of Water Supply Practices, Installation,

Field Testing, and Maintenance of Fire Hydrants, Volume M17. If during the course of this program, OMI becomes aware of an out-of-service fire hydrant, OMI will place out-of-service plaques and schedule the timely repair or replacement of the hydrant.

1.3.2.18 Install water meter sets and meters for new construction. (All water meter sets will be installed within the right of way or utility easement.)

1.3.2.18.1 There are three (3) classes of water meter sets:

- Double Meter Set and Can - Includes excavating the existing 1" stub-out, installing meters on approved meter set assembly and installing/re-installing meter can
- Meter set, can and tap in dirt – Includes excavating the CITY water main, making 1" tap and running stub-out to meter set location everything in item above.
- Meter set, can and tap in or across asphalt – Includes everything in item above plus paving cut.

1.3.2.19 OMI will perform up to 1,000 meter sets per year.

1.3.2.20 Service line installations over 2 inch in size will be completed by an outside contractor hired by the City.

1.3.3 Wastewater Collection

1.3.3.1 OMI will operate, maintain, and repair the City's wastewater collection systems, including mains, laterals, force mains, and lift stations. Contractor will respond to all service calls for wastewater line stoppages, overflows, breaks, or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. When appropriate, OMI will install service cleanouts on laterals to facilitate future maintenance.

1.3.3.2 OMI will annually clean thirty-three percent (33%) percent of sanitary gravity wastewater lines annually. OMI will also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions, repair or schedule for repair as required; a geographic positioning system (GPS) reading will be taken on each manhole inspected. OMI will televise the identified trouble spots in the system and note service connection locations. This will ensure that all blockages, sources of odors or breaks have been cleaned or identified. Consideration of the location and traffic control will be given to determine the best time to perform the work. In addition, direction of flow in the sewer system will be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residence. OMI will schedule for repair any problem that requires attention.

1.3.3.3 Provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction. Updates will be submitted to the Utilities' Administrative staff.

1.3.3.4 Removal of blockage and repair of collection line breaks in the wastewater collection lines will occur only within public easements or as directed by the City.

1.3.3.5 OMI will work with the City to televise collection systems for new development and street construction/repairs.

1.3.3.6 OMI will inspect manhole covers for defects and replace them if necessary. OMI will also clean debris from manhole covers.

1.3.3.7 Leaks in manholes will be repaired using chemical grouting, hydraulic cementing, or external excavation and sealing, welding, or fiberglass, epoxy repair or City approved coatings application.

1.3.3.8 Perform smoke testing of lines where suspected inflows could be a major source of high flow during rain events and make point repairs with equipment provided by the City.

1.3.3.9 Respond to all lift station alarm conditions occurring during regular work hours as well as after hours. When the alarm occurs during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person(s) will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem. All effort will be expended to prevent, or minimize, any spill.

1.3.3.10 Twice a year, OMI will conduct lift station pump calibrations, one physical and one via SCADA. Calibrations will also be made after major repairs and replacements of pumps.

1.3.3.11 OMI will exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies.

1.3.3.12 OMI will set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary.

1.3.3.13 Actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.

1.3.3.14 Perform emergency and other repairs to manholes, lift stations and wastewater collection lines and wastewater treatment plants that generate odors, allow for overflows and/or enable inflow or infiltration of rainwater.

1.3.3.15 Provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the City.

1.3.3.16 Prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.

1.3.3.17 OMI will manage the City's ordinance on grease trap inspection and operations. Revisions and changes will be recommended to the City, as appropriate. A field program to notify the City’s code enforcement group of violations and the monitoring of installations will also be administered.

1.3.3.18 Industrial Pretreatment Program: OMI will manage the City's ordinance on industrial pretreatment (IPP). Revisions and changes will be recommended to the City, as appropriate. OMI will manage a field program of notification to the City’s code enforcement group and the monitoring of installations. OMI shall provide the City with technical assistance for revisions and upgrades to City ordinances to meet current and future revisions to state and federal industrial pretreatment regulations and/or the City's NPDES permit. OMI will provide supporting information to allow the City to perform enforcement activities and to bill those discharges subject to discharges for flows and loads from industrial sources that exceed City ordinances. OMI will review and offer recommendations to modify the Sewer Use Ordinance and to manage the program per the regulations and City ordinance.

1.3.4 Wastewater Treatment

1.3.4.1 OMI will provide a sufficient number of certified operators as required by federal, state and city agencies to operate wastewater facilities.

1.3.4.2 Within the design capability and capacities of Treatment Plant(s) described herein, OMI will operate, maintain, and repair the City's wastewater treatment facilities and all equipment necessary to produce safe and properly treated wastewater effluent that will meet or exceed all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigation systems or discharge to receiving streams.

1.3.4.3 OMI will be responsible for reporting in writing to the City and through the annual budget process, any and all major maintenance and capital improvements it believes are needed to provide a proper and sufficient wastewater treatment system for all current and planned customers of the City.

1.3.4.4 OMI will provide labor for the collection, hauling, annual testing, and disposal of biosolids at approved disposal sites. Using City vehicles and equipment it will be OMI's responsibility to properly dispose of all byproduct waste generated by the Project. It shall be the sole right and responsibility of City to designate, approve or select disposal sites to be used by OMI for City's waste materials. All waste, byproduct treated, generated during Contractor performance of services is and shall remain the sole and exclusive property of City. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the City. Costs relating to the disposal will be paid by the City

1.3.5 Recycled Water

1.3.5.1 OMI will provide a sufficient number of certified operators as required by federal, state and city agencies to operate the recycled water system which includes distribution, irrigation, infiltration and an advanced water treatment facility.

1.3.5.2 Within the design capability and capacities of the advanced water treatment facility described herein, OMI will operate, maintain, and repair this facility and all equipment necessary to inject highly treated effluent that meets or exceeds all federal, state, permits.

1.3.5.3 Respond to all alarm conditions occurring during regular work hours as well as after hours. When the alarm occurs during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem.

1.3.5.4 Twice a year, OMI will conduct pump calibrations, one physical and one via SCADA. Calibrations will also be made after major repairs and replacements of pumps.

1.3.5.5 Provide technical and operating recycled water system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the City.

1.3.5.6 Prepare correspondence for submission to federal, state and local regulatory agencies in response to inquiries about the system.

1.4 Laboratory Testing

1.4.1 OMI will provide for laboratory testing and sampling presently required for plant performance and water quality for all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.

1.4.2 Additional testing and sampling requested by the City or other regulatory entities shall be

coordinated with OMI, and costs will paid by the City or other designated party.

1.4.3 The City may require confirmation analyses of drinking water and effluent to be performed by an independent laboratory for quality control of in-house test results, at its own expense.

1.5 Emergencies

1.5.1 OMI is required to prepare and provide an Emergency Plan to be implemented during systems failure.

1.5.2 Emergencies within OMI's capabilities should be resolved in a timely manner.

1.5.3 In any emergency affecting the safety of persons or property, OMI must notify the City staff prior to acting. If City staff are not available, OMI may act without written approvals, at OMI's discretion, to prevent threatened damage, injury or loss of life.

1.5.4 If the City unreasonably refuses to approve the emergency work, failure to perform any such emergency work shall not impose upon OMI any liability for errors or omissions.

1.6 Hazardous Waste

1.6.1 Any hazardous waste generated by OMI in any of its activities will be disposed of by the Contractor, in accordance with applicable federal and state laws. Should the biosolids generated by the wastewater treatment facilities become a hazardous waste, the impact of this change will be handled in accordance with the contract documents.

1.7 Reporting Requirements

1.7.1 OMI shall provide the City with reports describing certain information on a periodic basis to assist the City and OMI in managing the water utilities properly. Types, frequency, content, and format of the required reports are listed and described below. Reporting requirements are subject to change as needed to provide information regarding utilities system operations, historical data for future needs, and capital project planning. All reports will be in summary format with detailed information available upon request by the City. Listed below are examples of reports that are required. The listing is not inclusive and will be changed as needed with concurrence by the City and OMI. The reports on the Utilities Service functions shall provide quantitative and financial information monthly as follows:

Water Service

- Number of active and inactive wells.
- Number of gallons of water produced.
- Number of gallons of storage.
- Chemical usage.
- Bacteriological testing results.
- Utilities: number of kWh hours, gas consumption, etc.
- Training hours: safety, operations, equipment, and software.
- Line repairs.
- Fire hydrant flushing.
- Customer inquiries.
- Consumer Confidence Report master document for reproduction and distribution. (water quality, system capacity, conservation goals, and other information as required by law or requested by the City.)
- Maintenance report: corrective and preventive maintenance
- Vehicle report: mileage and maintenance

- Number of personnel hours: regular, overtime, compensatory time, on-call responses, and emergencies.
- Current and planned project status.

Wastewater Service

- Number of active and inactive lift stations.
- Number of gallons of wastewater treated by plant.
- Number of gallons of wastewater lost to ponds and groundwater discharge.
- Chemical usage.
- Laboratory analysis results, summary.
- Utilities: number of kWh hours, gas consumption, etc.
- Training hours: safety, operations, equipment, and software.
- Line repairs and sewer stoppages.
- Sanitary sewer overflows.
- Customer inquiries.
- Maintenance report: corrective and preventive maintenance.
- Vehicle report: mileage and maintenance.
- Number of personnel hours: regular, overtime, compensatory time, on-call responses, and emergencies.
- Current and planned project status.

Recycled Water Service

- Number of gallons injected into the aquifer.
- Number of gallons of storage.
- Chemical usage.
- Laboratory analysis result, summary.
- Utilities: number of kWh hours.
- Training hours: safety, operations, equipment, and software.
- Maintenance report: corrective and preventive maintenance.
- Vehicle report: mileage and maintenance.
- Number of personnel hours: regular, overtime, compensatory time, on-call responses, and emergencies.
- Current and planned project status.

1.8 PROJECT CHARACTERISTICS

1.8.1 In the event any one of the Project influent characteristics, suspended solids, BOD_5 or flow, exceeds the design parameters stated herein, OMI will return the plant effluent to the characteristics required by state and federal permits in accordance with said parameters after Project influent characteristics return to within design parameters as soon as possible when plant returns to design parameters.

1.8.2 Notwithstanding, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

1.8.3 OMI shall be responsible for all fines or legal action as a result of discharge violations within the period unless evidence shows that the influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period.

1.8.4 OMI shall be responsible for notifying the City in a timely manner if any of the wastewater characteristics change from the prescribed characteristics.

1.9 SCADA

1.9.1 OMI will provide staff capable of operating and repairing a SCADA system.

1.9.2 From an operational point of view, prepare a plan detailing requirements to enable remote servicing, automation, and remote control of the water storage, pumping and distribution systems.

1.9.3 Implement and/or maintain a City-provided telemetry system capable of monitoring wells, tanks, arsenic treatment facilities, pressure reducing valves, wastewater lift stations, advanced water treatment facilities, water reuse and wastewater treatment plants while providing for automatic operations, alarms and remote control. Provide input to the City regarding design requirements and compatibility with a standard City system.

1.9.4 OMI will provide qualified personnel to program new facilities and equipment into the City's SCADA system.

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ATTACHMENT B - DEFINITION OF PROJECT
Water Facilities

Well No.	Location	Well Capacity (gpm)	Booster Capacity (gpm)	Storage Capacity (Mgal)	Arsenic Treatment
1	3309 19" Ave. SE	Out of Service			
2	1712 33'" St. SE	Out of service			
3	2905 11'" Ave. SE	615	1,000	1	x
4	2905 Broadmoor Blvd.SE (MW)	Out of Service		0.22	
5	500 Country Club Dr. SE	Out of Service			
6A	1702 Tulip Rd. SE	1450	4,200	2 tanks, 2.0 and 3.1	x
7	1317 Abrazo Rd. NE	700			
8	916 2nd St. NE	800	500	2 tanks, 3.0 & 4.5	
9	2333 Unicorn Ct. NW	925		0.25	x
10	919 Red Hill Place NE	Out of Service			
10A	919 Red Hill Place NE	2800	8,400	2 tanks, 3.0 & 4.0	x
11	3649 Rio Rancho Blvd. (MW)	Out of Service			
12	7015 Franklin Road NE	2200	5,400	2	x
13	3301 Northern Blvd.	Out of Service		3	x
14	1800 3'" Ave. NW	1400			x
Booster Station14	1000 21st St. NW		1,000		
Bulk Fill Station	1000 21st St. NW				
15	2720 Emma Ct. NE	550	2,800	2 tanks, 1.0 & 3.0	x
16	2122 Norham Ave. NE	2200			x
17	1880 17thAve .SE	3000		1	x
18	Monitoring Well	Out of Service - No Pump			
19	313 1'" Street SE	1400			
20	Monitoring Well	Out of Service - No Pump			
21	3332 Llano Vista Loop NE	2200			Treated at Well 10
EHE	5009 Santa Fe Hills Blvd. NE		2,400	2 tanks, 1.0 & 2.0	
EHW	5009 Santa Fe Hills Blvd. NE		2,800	2 tanks, 2.0 and 3.75	
22	4717 Huron Dr. NE	2800			Treated at Well 10
CCT	3620 Lookover Dr. NE			4	

Well No.	Location	Well Capacity (gpm)	Booster Capacity (gpm)	Storage Capacity (Mgal)	Arsenic Treatment
CCT Booster Station	2900 Westminster St. NE		3,000		
23 (No well house /equipment	2809 Perla Ct. NE				
Mariposa	6101 Reservoir Road NE		2,500	1.5	
IMW B1	Intel Monitoring well				
IMW B2	Intel Monitoring Well				
IMW B3	Intel Monitoring Well				
IMW C5	Intel Monitoring Well				
IMW C6	Intel Monitoring Well				
Phoenix Road	Monitoring Well				
LMS-A	Lincoln Middle School Monitoring Well				
LMS-B	Lincoln Middle School Monitoring Well				
LMS-C	Lincoln Middle School Monitoring Well				
Bulk Fill Station	1000 21st St. NW				

DISTRIBUTION SYSTEM	
Component	**Quantity**
Control Valves	8,955
Transmission & Distribution Main Line Miles	582
Fire Hydrants	4,329
PRV's	164

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WASTEWATER TREATMENT PLANTS

Plant #	Location	Capacity (MGD)	Treatment Methodology
1 (Out of service)	4300 Sara Road SE (Immediately East of Intel)	Off Line	
2	100 Industrial Park Loop NE (East of Vista Hills Subdivision)	5.5	Nitrate Removal NRB
3 (Out of Service)	1706 Riverside Drive SE (Along Barranca Arroyo)	Off Line	Activated Sludge
5	3651 Hanley Road NE (Mariposa)	0.25	MBR
6	2400 Westside Ct. SE 87124 (Cabezon)	1.2	MBR

COLLECTION SYSTEM

Component	Quantity
Miles of Force Mains	20
Miles of Gravity Sewer Mains	369
Manholes and Cleanouts	7,504

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COLLECTIONS SYSTEM LIFT STATIONS		
Lift Station No.	**Location**	**Capacity (gpm)**
1	4909 Dolores Hidalgo Dr.SE (SW corner of Dolores Hidalgo and Palmas Altas Dr.)	1061
2	2509 Southern Blvd (NW corner of Southern and Nicholas Dr)	2217
3	301 Southern Blvd SE 'In front of Rainbow pool)	250
4	897 Hondo Rd. SW (Cedar Hills VI subdivision)	250
5	1025 Sunflower Dr. SW (Sunflower and 10th Ave.)	36
6	1246 Snowflake Ct. SE	1007
7	7330 Hapsburg Rd.NE (Abandoned)	
8	6322 Roadrunner Loop NE	1007
9	9999 Paseo Gateway NE	346
Sue Cleveland	4800 Laban Rd. NE	
10 (New)	800 Pinehurst Rd. SE	
11	3650 Rio Rancho Blvd. NE (Next to new Walmart)	370
13	1706 Riverside Dr. NE	1007
14	New WWTP #2A, 100 Industrial Park Loop NE	2350
14	New WWTP #2B, 100 Industrial Park Loop NE	11530
15-B	1385 Highway 528 (across from old Price's Dairv)	1871
16	2340 Grande Blvd. SE (south of Haynes Park)	577
17	1057 Joshua Dr.SE La Paloma Estates subdivision	260
18	1420 Sara Way Trinity Estates subdivision	650
19	1716 Prairie Sage Way SE (Sara's Meadows subdivision, SE corner)	650
20	7001 Westphalia Blvd. NE (Far North Rio Rancho, west of Enchanted Hills)	1363
21	1706 Riverside Drive NE, Force Main Transfer Station (Northeast side of WWTP #3)	1903
22	9999 Rio Rancho Blvd.NE	791
23	4900 Chaco Loop NE (Enchanted Hills Subdivision)	500
24	2400 Westside Ct. SE 87124 (West of Golf Course Road)	1994 to Plant
24 Bypass	2300 Westside Blvd. SE 87124 (West of Golf Course Road)	522 Bypass

Lift Station No.	Location	Capacity (gpm)
25	3651 Hanley Road NE (West of the Hawk Missile Site)	1164
26	1725 Overlook Rd. NE (Mariposa Subdivision)	298
27	4300 Sara Rd 87124	815
28	Address pending/ under construction	300

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ATTACHMENT C - CAPACITIES AND CHARACTERISTICS OF THE PROJECT

When the following capacities and/or conditions change, CITY will negotiate with OMI the labor cost impact to OMI.

C.1 Capacity and Characteristics of Wastewater Treatment Plant(s)

C.1.1 In the event any one of the Project influent characteristics, suspended solids, BOD_5, or flow, exceeds the design parameters, OMI shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

Characteristics Exceeding Design Parameters By	Recovery Period Maximum
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding, the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.2 OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period, unless and except to the extent to which OMI fails to act in good faith, to restore the treatment processes and capabilities to meet regulatory requirements while complying with all rules, regulations, and safety requirements.

C.2 Sanitary Collection System

The sanitary collection system includes the following components:

20	Miles of Force Mains
369	Miles of Gravity Sewers
7504	Manholes and Clean Outs

C.3 Raw Water Quality and Finished Water Requirements of Water Treatment Well(s)

C.3.1 The Facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the CITY and State Agencies, as applicable. In the event that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

C.3.2 OMI shall be responsible for meeting the water treatment performance standards established in ATTACHMENT A.3 and C.3, but shall not be responsible for events outside the control of OMI, which include but are not limited to:

- Toxic materials contained in the raw water supply.
- Raw water supply is insufficient to meet demand
- The demand for water exceeds the design capacity of the facilities specified in ATTACHMENT C.
- Vandalism
- Unforeseen Circumstances.

There is no listing for number of miles of water line, number of valves, number of fire hydrants, etc.

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ATTACHMENT D - COMPENSATION AND PAYMENT

D.1 COMPENSATION

D.1.1 CITY shall pay to OMI as compensation for services performed under this Services Contract a fixed Annual Fee of Eight Million Two Hundred Ninety-Eight Thousand Dollars ($ 8,298,000) - plus any applicable taxes for the first contract term. Subsequent Annual fees are to be negotiated as set forth in D.1.3 and are, inclusive of the consumable budget identified in D.1.2 below.

D.1.2 Consumable office, lab and safety supplies shall be included as a separate line item of the Annual Base Fee for the first year of the contract extension. The budget for such items for Year 1 is Ninety Thousand Dollars ($90,000) and shall be included in the base fee. For subsequent years, the Annual Fee shall include these agreed upon costs and these costs shall be subject to the adjustment specified in D.3 as part of the Annual Fee.

D.1.3 Changes in the Annual Fee shall be negotiated annually, six (6) months prior to anniversary of the effective date hereof. Annual Fee adjustments shall be made using the Annual Fee adjustment formula set out in D.3. Upon each contract year renegotiation, OMI shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written notice agreement between the parties as to the new contract year base fee, OMI shall issue an invoice retroactively adjusting the previous base fee amount.

D.1.4 Electric power and chemicals shall be paid for by the City.

D.1.5 Requests by CITY that are Out of Scope Services shall be documented, agreed upon and once the work is satisfactorily completed shall be invoiced to CITY for additional compensation as mutually agreed upon by the Parties.

D.1.6 In the event that a change in the scope of services provided by OMI occurs, CITY and OMI will negotiate a commensurate adjustment to the Annual Fee.

D.1.7 The Annual Fee may be modified, in accordance with Section D.1.4 above, at any time due to changes in levels of service (LOS) as outlined in Section D.4.

D.2 PAYMENT OF COMPENSATION

D.2.1 One twelfth (1/12) of the annual fee shall be due and payable on the first of the month for each month that services are provided. NOTED EXCEPTION: Due to budgetary accounting practice, July payment will be processed with August payment. Applicable taxes in accordance with Section 5.3 will be added to the invoice.

D.2.2 All other compensation to OMI is due on receipt of OMI's invoice and payable within thirty (30) days.

D.2.3 CITY shall pay interest at an annual rate equal to the prime rate as published in the Wall Street Journal on the due date (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.

D.2.4 OMI shall submit all outstanding invoices to the CITY for the prior fiscal year no later than September 1, which is the close of the CITY's annual reconciliation for each fiscal year.

D.2.5 Any invoices that have not been submitted prior to the September 1 deadline will be paid by OMI at OMI's expense, and will not be reimbursed by the CITY.

D.3 Annual Fee Adjustment

ABF = BF+ (BF x ECI) Where:
BF = Base Fee specified in Section D.1.1
ABF = Adjusted Base Fee
ECI = The twelve-month percent change reported as a decimal (from the third quarter of the year prior to the beginning of the period for which an ABF is being calculated) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A. If ECI US declines, such decline shall be credited against the ABF. But in no case shall the annual ABF exceed 2.5% or be less than 1% in any given year regardless of the calculation per the above formula, unless there are extreme circumstances, in which case, the final increase can be negotiated and agreed upon with the consent of both parties.

D.4 Level of Service

D.4.1 Level of Service

This section is meant to set a baseline level of quantifiable services that may change from year to year due to economical influences and actual work loads. It is understood that variations will occur that may have minimal impact to man-hour requirements and as such exceeding or falling short of the baseline by more than 10% does not automatically cause a change in fee. It only identifies points at which man power requirements should be evaluated. Additionally, it is understood that exceeding the established levels of service may require additional temporary staffing. If so, the additional temporary staffing will be addressed through Section 3.2.4

Leak Activities	**Per Month**	**Minimum Target Per Year**
Service Line Leaks	75	700
Main Line Breaks Water/and Sewer		45
Service Line Replacements		100
Line Locates		13,500
Meter Activities		
Meter Change Out or Rehab		1,350
Meter Setting (New Install)		1,000
Meter Service Tap		20
Distribution Activities		
Fire Hydrant Flow Test (10%)		434
Leak Detection Relocated	50	12 Areas
Valve Exercising (50%)		4,477
Unidirectional Line Flushing (Miles)		70
Collection Activities		
Sewer Line Cleaning Miles (33%)		122
CCTV Miles (20%)		73

Annual delivery levels are estimates and act as baselines in the determined level of service.

D.4.2 System/Project Facilities

This section is meant to set a baseline level of system facilities. It is understood that variations will occur that may have minimal impact to man-hour requirements and as such increasing or reducing the baseline by more than 2% does not automatically cause a change in fee. It only identifies points at which man power requirements should be evaluated.

D.5 Penalty Assessments
The penalties discussed within the agreement are outlined below:

D.5.1 (3.3.3) One Hundred Dollars ($100.00) per violation plus any regulatory fines or penalties plus CITY's actual expenses regarding incident caused by OMI's negligence.

D.5.2 (3.3.5) One Hundred Dollars ($100.00) for any inaccurate or late regulatory report plus any regulatory fines or penalties plus CITY's actual expenses regarding incident caused by OMI's negligence.

D.5.3 (A.1.5 & A.2.1) In the event OMI violates the CITY's current procurement code, the following penalties apply per contract year (the Number of Violations for Penalty purposes resets to 0 at the beginning of each contract year).

Number of Violations	Penalty per Violation
1-3	$500.00
4-6	$1,000.00
7 and above	$2,000.00
10 and above	Triggers Article 8.2

D.5.4 (A.2.10) In the event OMI improperly installs a meter change out, meter installation assembly rehabilitation, meter setting, and/or a meter service tap, OMI shall be penalized One Hundred Fifty Dollars ($150.00) per occurrence.

D.5.5 (14.2) In the event that OMI does not provide access to the facilities, equipment and vehicles, OMI shall be penalized Two Hundred Fifty Dollars ($250.00) per occurrence.

D.5.6 (A.2.10) In the event that OMI does not meet the minimum number of meter change outs/rehabilitations required per year, OMI shall be penalized One Hundred Dollars ($100.00) per meter under the target amount. For all other targets listed in the above table, OMI shall be penalized One Thousand Dollars ($1,000.00) for each target quota not attained.

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ATTACHMENT E - OUT-OF-SCOPE LETTER AGREEMENT

[insert current date]

Mr./Ms. [First & Last Name]
CITY of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Subject: Out-of-Scope Letter Agreement

Dear Mr. / Ms. [Last Name]:

As agreed upon in our discussions, OMI will provide the following out-of-scope services:

What is being provided:	[Insert description of services to be provided]
When it is being provided:	[Insert date of when services are to be provided]
Price of services:	[Insert cost of services]; Hourly rates listed below
Payment terms:	Pursuant to Attachment D of the Agreement dated _____. [Insert dates and appropriate attachment]

All other terms and conditions of the Agreement dated _____ [insert date of current agreement] between OMI and the CITY of Rio Rancho remains in full force and effect.

[or alternate language for engineering services:]

Pursuant to Article 3.1.3, this work shall be performed by OMI, under the terms of the Agreement, effective July 1, 2021, between OMI and the CITY of Rio Rancho which shall be incorporated herein by reference.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files.

OMI appreciates the opportunity to provide these additional services to the Client Name.

Sincerely,

[First & Last Name], Project Director

Both parties indicate their approval of the above described services by their signature below.

Authorized _____	Authorized _____
[First & Last Name] or Designee City Manager or Designee	Name: _____ Title _____
CITY of Rio Rancho Date: _____	Date: _____

Attach Scope and pricing if necessary.

The following table provides the hourly rates by position classification. Such rates shall be updated annually using the % change (12 month average) in the ECI index utilized for adjustment of the Annual Fee.

Labor Classification	2020 Hourly Rate
Senior Program Manager	$299
Program Manager	$281
Principal Project Manager/Principal Technologist	$231
Sr. Project Manager/Sr. Technologist	$189
Project Manager/Engineer Specialist	$164
Associate Project Manager/Project Engineer	$136
Associate Engineer	$124
Staff Engineer 2	$116
Staff Engineer 1	$108
Engineering/Environmental Tech 5	$121
Engineering/Environmental Tech 4	$106
Engineering/Environmental Tech 3	$82
Engineering/Environmental Tech 2	n/a
Senior Office Administration	$105
Office/Clerical/Accounting	$79

Per diem rates include allowances for salary, payroll taxes, fringe benefits, overhead, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual calendar year adjustments. A premium of 25% shall be added to the above rates for Expert Witness and Testimony services.

Standard Expenses	
Health and Safety Assessment*	$1.75/per hour
Auto Mileage	IRS Rate
Auto Rental	Actual
Other Travel (FTR Guidelines)	Actual
Equipment Rental	Actual
Postage/Freight	Actual
Subcontractors and Outside Services	Actual multiplied by a factor of 1.1

** Assessment applies to all Health & Safety trained individuals.*

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ATTACHMENT F - PERFORMANCE PLAN CRITERIA

The Performance Plan criteria will be developed by the City and OMI during the first three (3) months of this Service Contract and the completed plan shall be included as ATTACHMENT F. The Plan will be developed on a mutually satisfactory basis between the City and OMI consistent with Section 6.3.

Subsequently, the Performance Plan shall be revised and updated each year (by October 1st) and the new version shall become the Performance plan for that year.

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ATTACHMENT G - LIST OF REPORTS OMI TO PROVIDE TO CITY

Primary Recipient of the report is noted as such at the top of the send to list.

Due: Weekly

- CMMS Routine & Corrected Maintenance Report (Tuesday by Noon)
  - Send to:
    - Utilities Department Deputy Director/ Engineer
    - Utilities Department Administrative Assistant

Due: Bi-Weekly

- Meter Inventory (Monday by Noon)
  - Send to:
    - Utilities
    - Department Accounting Manager (primary recipient)
    - Utilities Department Administrative Assistant

Due: Semi-Monthly

- None

Due: Monthly

- DMR #1 & DMR #2 Combined for WWTP #1, #2, and #6 (15th of the month)
  - Send to:
    - EPA (primary recipient)
    - NMED
    - Sandia Pueblo
    - Utilities Department Accounting Manager (primary recipient)
    - Utilities Department Administrative Assistant
    - File Copy

- DMR #3 (15th of the month)
  - Send to:
    - EPA (primary recipient)
    - NMED
    - Sandia Pueblo
    - Utility Operations Division Manager
    - Utility Operations Division Administrative Assistant
    - File Copy

- O & M Collection Lines and Lift Station (15th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- State Engineers Report (15th of the month)
  - Send to:
    - OSE (primary recipient)
    - NMED

- Utilities Department Director
- Utilities Department Administrative Assistant
- File Copy

- Monthly Report (1st Friday)
  - Send to:
    - Utilities Department Administrative Assistant (primary recipient)
    - Utilities Department Director
    - File Copy

- Conservation Data (5th of the month)
  - Send to:
    - Utilities Department Environmental Programs Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - Finance Department Director
    - File Copy

- GASB-44 (15th of the month)
  - Send to:
    - Utilities Department Accounting Manager (primary recipient)
    - Utilities Department Director
    - Utility Department Deputy Director (Systems Engineer)
    - Utilities Department Environmental Programs Manager
    - Utilities Department Administrative Assistant
    - File Copy

- Fats, Oils, & Grease Program Status Report (10th of the month)
  - Send to:
    - Utilities Department Environmental Programs Manager (primary recipient)
    - Utilities Department Administrative Assistant
    - File Copy

- Backflow Prevention Program Status Report (10th of the month)
  - Send to:
    - Utility Department Environmental Programs Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- Asset Management Plan Report (10th of the month)
  - Send to:
    - Utilities Department (primary recipient)
    - Utilities Department Accounting Manager
    - Utilities Department Deputy Director
    - Utilities Department Administrative Assistant
    - File Copy

- Non-Revenue Water Report (10th of the month)
  - Send to:
    - Utilities Department Environmental Programs Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Accounting Manager
    - Utilities Department Administrative Assistant
    - File Copy

- Bacteriological Testing Results Water & Wastewater (10th of the month)
  - Send to:
    - Utilities Department Deputy Director (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- Utilities: Number of kWh hours, gas consumptions, chemical consumptions, etc. for Water & Wastewater (10th of the month)
  - Send to:
    - Utilities Department Accounting Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy
- Vehicle Report: mileage and maintenance (10th of the month)
  - Send to:
    - Utilities Department Accounting Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- Number of personnel on-call responses, etc. (10th of the month)
  - Send to:
    - Utilities Department Accounting Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- Current and planned project status for Water & Wastewater (10th of the month)
  - Send to:
    - Utilities Department Environmental Programs Manager (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- System analysis for planned repairs and maintenance for Water & Wastewater (10th of the month)
  - Send to:
    - Utilities Department Deputy Director (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

- Laboratory analysis results, summary (10th of the month)
  - Send to:
    - Utilities Department Deputy Director (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - File Copy

Due: Quarterly

- Water Level Report – Water Production (10th of the month)
  - Send to:
    - OSE (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Residual Disinfection – Water Production (10th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Quarterly Effluent Biomonitoring Report - WWTP2 DMR (15th of the month)
  - Send to:
    - EPA (primary recipient)
    - NMED
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Discharge Plan 1467 – WWTP 4 & WWTP 5 (28th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Discharge Plan 179 & 215 (28th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Response to Admin Order CWA-6-0051-00 (30th of the month)
  - Send to:

        - EPA (primary recipient)
        - NMED
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - OMI Operations Managers
        - File Copy

- Land Application Data Sheets (30th of the month)
    - Send to:
        - NMED (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - OMI Operations Managers
        - File Copy

- Quarterly Business Report (2nd Tuesday of the month)
    - Send to:
        - Utilities Department Administrative Assistant (primary recipient)
        - Utilities Department Director
        - Utilities Department Accounting Manager
        - Utilities Department Deputy Director
        - Utilities Department Environmental Programs Manager
        - File Copy

- Domestic Well Permittee and Program Status Report (15th of the month)
    - Send to:
        - Utilities Department Environmental Programs Manager (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - File Copy

- Industrial Pretreatment Program Status Report (15th of the month)
    - Send to:
        - Utilities Department Environmental Programs Manager (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - File Copy

- Quarterly Material Inventory Report (15th of the month following the quarter)
    - Send to:
        - Utilities Department Accounting Manager (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - File Copy

- Stormwater Pollution Prevention Plan (SWPPP) (15th of the month)
    - Send to:
        - Utilities Department Deputy Director (primary recipient)
        - Utilities Department Administrative Assistant
        - File Copy

Due: Semi-Annual

- DP 215 Well Monitoring Reports (30th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Deputy Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Sludge Report for Belt Press, Disposal management Plan (30th of the month)
  - Send to:
    - NMED (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Waste Management Sludge Report (30th of the month)
  - Send to:
    - Waste Management (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - Utilities Department Environmental Programs Manager
    - OMI Operations Managers
    - File Copy

- Semi-Annual Effluent Biomonitoring Report, WWTP 3 DMR (15th of the month)
  - Send to:
    - EPA (primary recipient)
    - NMED
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

Due: Annual

- Effluent Priority Pollutant Scan, WWTP2 & WWTP 3 DMR (Jan. 15th)
  - Send to:
    - EPA (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers
    - File Copy

- Annual Sludge Report, WWTP2 DMR (Feb. 19th)
  - Send to:
    - EPA (primary recipient)
    - Utilities Department Director
    - Utilities Department Administrative Assistant
    - OMI Operations Managers

        - File Copy

- Consumer Confidence Report (to Sandia) (July 1st)
    - Send to:
        - NMED (primary recipient)
        - Utilities Department Director
        - Utilities Department Environmental Programs Manager
        - Utilities Department Administrative Assistant
        - File Copy

- TTHMs with HAA5s – Water Production (Oct. 30th)
    - Send to:
        - NMED (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - File Copy

- Annual Summary of Effluent Toxicity, WWTP 2 DMR (Dec. 31st)
    - Send to:
        - NM Game & Fish (primary recipient)
        - Utilities Department Director
        - Utilities Department Administrative Assistant
        - OMI Operations Managers
        - File Copy

- Annual Report (August)
    - Send to:
        - Utilities Department Administrative Assistant (primary recipient)
        - Utilities Department Director
        - Utilities Department Deputy Director
        - File Copy

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ATTACHMENT H – VALUE-ADDED ACTIVITIES

OMI shall implement the value added activities noted below for year one of this Agreement only. All dollar values listed are estimates only.

Value-added activity	Estimated value
Fracta	$30,800
Utilis	$55,000
HACH Wims	$20,000
ion City	$87,438
EUM (benchmarking)	$21,862
Total	$215,100

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AMENDMENT NUMBER 1
TO CONTRACT NO. 21-UT-184
between
Operations Management International, Inc.
and
The City of Rio Rancho

Contract Number **21-UT-184,** effective **July 1, 2021**, (" Agreement") between **Operations Management International, Inc.** ("OMI") and the **City of Rio Rancho** ("CITY") is hereby modified as follows:

1. Article D.1.1 is deleted in its entirety and replaced with the following:

   CITY shall pay to OMI as compensation for services performed under this Services Contract a fixed Annual Fee of Eight Million Five Hundred Five Thousand Four Hundred Fifty Dollars ($8,505,450) - plus any applicable taxes for the contract Year 2, beginning July 1, 2022 through June 30, 2023. Annual fees are inclusive of the consumable budget identified in D.1.2. Subsequent years' Annual Fee(s) Are to be negotiated as set forth in D.1.3.

This Amendment together with the Agreement constitutes the entire Agreement between the CITY and OMI. Unless specifically stated herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment is effective as of the date of the last party's approval.

CITY OF RIO RANCHO

Name: Matt Geisel

Title: City Manager

Date: 16-Dec-2021

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Name: Elliott Wheeler

Title: Vice President

Date: 09 Dec 2021

Approved as to form:

City Attorney – Greg Lauer

SHONNA YBARRA

From: JIM CHIASSON
Sent: Thursday, December 16, 2021 8:19 AM
To: SHONNA YBARRA
Cc: NITA GONZALES
Subject: FW: Jacobs OMI Contract Amendment 1 No. 21-UT-184

Shonna:

Here is the back-up information and calculation for the Jacobs annual contract increase per their contract that you requested yesterday.

Jim Chiasson, P.E.
Director

City of Rio Rancho | Utilities Department

Phone: (505) 896-8736

RRNM.gov |

From: Kear, Matthew/RIR <Matthew.Kear@jacobs.com>
Sent: Monday, December 6, 2021 4:38 PM
To: JIM CHIASSON <JCHIASSON@rrnm.gov>
Subject: RE: Jacobs OMI Contract Amendment 1 No. 21-UT-184

Hi Jim,
Here is the company's approach for the amendment price.

Per the below contract agreement Section D.3, our default formula below would have computed a 3.7% increase as per the ECI increase Q320 to Q321. See the ECI index below pulled from US Dept of Labor Statistics. Because of the cap in the contract, we are only escalating at the max rate of 2.5% which generates a base fee for CY21 of $8,505,450. Because of the rising costs across all levels, we may have to revisit adjusting the escalation cap in our next amendment.

D.3 Annual Fee Adjustment

ABF = BF+ (BF x ECI) Where:
BF = Base Fee specified in Section D.1.1
ABF = Adjusted Base Fee
ECI = The twelve-month percent change reported as a decimal (from the third quarter of the year prior to the beginning of the period for which an ABF is being calculated) in the Employment Cost Index for Total Compensation for Civilian Workers. Not Seasonally Adjusted as published by U. S. Department of Labor. Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A. If ECI US declines, such decline shall be credited against the ABF. But in no case shall the annual ABF exceed 2.5% or be less than 1% in any given year regardless of the calculation per the above formula, unless there are extreme circumstances, in which case, the final increase can be negotiated and agreed upon with the consent of both parties.

Employment Cost Index (NAICS)
Original Data Value

Series Id:	CIU1010000000000A
Not seasonally adjusted	
Series Title:	Total compensation for All Civilian workers in All
Ownership:	Civilian workers
Component:	Total compensation
Occupation:	All workers
Industry:	All workers
Subcategory:	All workers
Area:	United States (National)
Periodicity:	12-month percent change
Years:	2020 to 2021

Year	Period	Estimate Value	Standard Error
2020	Qtr3	2.4	0.1
2020	Qtr4	2.5	0.1
2021	Qtr1	2.6	0.2
2021	Qtr2	2.9	0.1
2021	Qtr3	3.7	0.2

Thank you,

Matthew Kear
Jacobs
Regional Business Manager, MBA
Operations and Maintenance | Buildings & Infrastructure, Americas
+ 1.505.975.8545 mobile
matthew.kear@jacobs.com
www.jacobs.com

Letter Agreement Amendment

Jacobs

Amendment to Letter Agreement for City of Rio Rancho Collection System Odor Control Study

Date:	December 16, 2022
Project name:	Collection System Odor Study
Attention:	Mr. Steve Gallegos – City of Rio Rancho
Prepared by:	Liv Haugen
Copies to:	Barbara Crockett, Allena Fernandez

Jacobs Engineering Group Inc.
3721 Rutledge Rd, NE
Suite 300N
Albuquerque, NM 87109
United States
T +1.720.286.5351

Mr. Steve Gallegos, City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM 87144

Subject: Amendment 1 to Letter Agreement for City of Rio Rancho for the Collection System Odor Control Study; Contract 21-UT-184 (PO 211042)

Dear Mr. Gallegos,

Jacobs Engineering Group Inc. is providing a collection system odor control study per the referenced agreement. The scope assumptions identified the laboratory analysis would be completed by the City's laboratory. The City's laboratory is not able to provide the analysis and a third-party laboratory will be used.

The cost of the laboratory sampling analysis totals $13,229.38 exclusive of New Mexico Gross Receipts Tax (NMGRT) for 18 samples analyzed for Chemical Oxygen Demand (COD), anions, and volatile fatty acids. The addition of these services increases the total price for the project from $205,646 excluding NMGRT to $218,875.38 excluding NMGRT.

Jacobs respectfully requests an increase of the contract amount to cover the third-party laboratory services. All other terms and conditions of the July 22, 2020 letter agreement (Amendment 8 to Contract 10-PW-106 and current contract 21-UT-184) between OMI and the City of Rio Rancho) remain in full force and effect.

If this increase is agreeable to you, please sign both copies of this letter and return to me. We will return one fully execute original for your files. Jacobs appreciates the opportunity to provide these additional services to the City of Rio Rancho.

Sincerely,
Jacobs

Barbara A. Crockett

Barbara Crockett, P.E.
Vice President

City of Rio Rancho, New Mexico

Signature

City Manager
Title

12/20/22
Date

Cc: Liv Haugen; Project Manager, Jacobs Engineering Group Inc.
Matt Kear; Project Director, OM.

AMENDMENT THREE

TO CONTRACT 21-UT-184

BETWEEN

THE CITY OF RIO RANCHO

AND

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

WHEREAS, the City of Rio Rancho ("City") and Operations Management International, Inc. ("Contractor") entered into Contract 21-UT-184 dated July 01, 2021; and

WHEREAS, Contract 21-UT-184 has been in effect since that time; and

WHEREAS, The City and Contractor hereby wish to amend said Contract; and

NOW THEREFORE, in consideration of each other, the "City" and "Contractor" agree that said "Contract" shall be amended as follows:

* of Attachment D

Article D.1.1 is deleted in its entirety and replaced with the following:

The City shall pay to the Contractor as compensation for services performed under this Service Contract, a fixed Annual Fee of Eight Million Seven Hundred Eighteen Thousand Eight-Six dollars and zero cents ($8,718,086.00) plus any applicable tax for the contract year beginning July 01, 2023 through June 30, 2024. Annual fees are inclusive of the consumable budget identified in D.1.2. Subsequent years' Annual Fee(s) are to be negotiated as set forth in D.1.3.

All other terms and conditions not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, "City" and "Contractor" have executed this instrument and the Amendment is effective as of the date and last signature.

CITY OF RIO RANCHO

By: _____
Matthew B. Geisel, City Manager

Date: 1-Aug-2023

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

By: _____
Gregory Fischer, Vice President

Date: 7.31.2023

Approved as to Form:

By: _____
Josh Rubin, City Attorney
Alexandra N. Lopez, Deputy City Attorney.

AMENDMENT FOUR

TO CONTRACT 21-UT-184

BETWEEN

THE CITY OF RIO RANCHO

AND

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

WHEREAS, the City of Rio Rancho ("City") and Operations Management International, Inc. ("Contractor") entered into Contract 21-UT-184 dated July 01, 2021; and

WHEREAS, Contract 21-UT-184 has been in effect since that time; and

WHEREAS, The City and Contractor hereby wish to amend said Contract; and

NOW THEREFORE, in consideration of each other, the "City" and "Contractor" agree that said "Contract" shall be amended as follows:

Article D.1.1 of Attachment D is deleted in its entirety and replaced with the following:

The City shall pay to the Contractor as compensation for services performed under this Service Contract, a fixed Annual Fee of Eight Million Nine Hundred Thirty-Six Thousand Thirty-Eight Dollars and Fifty-One Cents ($8,936,038.51) plus any applicable tax for the contract year beginning July 01, 2024, through June 30, 2025. Annual fees are inclusive of the consumable budget identified in D.1.2. Subsequent years' Annual Fee(s) are to be negotiated as set forth in D.1.3.

All other terms and conditions not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, "City" and "Contractor" have executed this instrument and the Amendment is effective as of the date and last signature.

CITY OF RIO RANCHO

By: _____
Matthew B. Geisel, City Manager

Date: 22 Jan 2024

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

Name: _____

Title: Sr. Director OMFS / West Region

Date: 1/16/24

Approved as to Form:

By: _____
Josh Rubin, City Attorney

CITY OF RIO RANCHO
COVER PAGE

Legislation Item: R79

AGENDA DATE:
September 12, 2024

DEPARTMENT:
Utilities

SUBJECT:
R79, Resolution Authorizing a Budget Adjustment to the Utilities Operations Fund (501) for an Operations Contract Amendment

BACKGROUND AND ANALYSIS:
The City's water, wastewater, and effluent reuse utilities are operated by a third-party contractor, Operations Management International (OMI), a subsidiary of Jacobs.

City and Jacobs staff have negotiated a proposed contract amendment in to order increase annual water service line replacements and line spotting services and improve response times for water service line repairs.

The Resolution is a companion item to one appearing on the Governing Body's September 12, 2024, meeting agenda providing advice and consent for the contract amendment.

Should the Governing Body provide advice and consent for the contract amendment, it must approve this Resolution to fund the contract amendment and enhanced services cost (seven new employees and vehicles and equipment).

The increased annual amount paid to Jacobs during the current fiscal year will be prorated from December 1, 2024 to June 30, 2025, which equates to $969,868.00.

IMPACT:
Should the Governing Body provide advice and consent for the companion contract amendment item, approval of the Resolution would fund $969,868.00 in additional costs for the Jacobs operations contract during the current fiscal year (prorated from December 1, 2024 to June 30, 2025). The funding source is the Utilities Department Unreserved Ending Fund Balance (current Fiscal Year 2025 amount for non-capital: $8,525,189.00).

Should the Governing Body provide advice and consent for the companion contract amendment, the future fiscal year annual year cost (non-prorated) for Jacobs' services will increase from $8,936,038.51 to $10,598,668.12 (does not include applicable taxes or annual adjustment pursuant to U.S. Department of Labor cost index).

The additional expense for an expanded Jacobs operations contract should be factored into future rate adjustments for water/wastewater customers. City staff will present a 5-year rate adjustment

schedule later this year for the Governing Body to consider and adopt effective July 1, 2025.

Without a future corresponding revenue increase, the expense for an expanded Jacobs operations contract will reduce available resources for capital improvement projects and may result in the City not maintaining adequate reserve levels for emergency/unanticipated needs pursuant to policy.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

City staff recommends approval of the Resolution as presented.

ATTACHMENT: Resolution_R79

CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. **ENACTMENT NO.**

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE UTILITIES OPERATIONS FUND (501) FOR AN OPERATIONS CONTRACT AMENDMENT

WHEREAS: the City's water, wastewater and effluent reuse utilities are operated by a third-party contractor, Operations Management International (OMI), a subsidiary of Jacobs; and

WHEREAS: City and Jacobs staff have negotiated a proposed contract amendment in to order increase annual water service line replacements and line spotting services and improve response times for water service line repairs; and

WHEREAS: the Governing Body must approve a budget adjustment to fund the contract amendment, which would increase the current annual amount for Jacobs' services from $8,936,038.51 to $10,598,668.12 (does not include applicable taxes) in order to hire a total of seven new staff members, and acquire necessary vehicles and equipment, to perform expanded services; and

WHEREAS: the increased annual amount paid during the current fiscal year will be prorated from December 1, 2024 to June 30, 2025, which equates to $969,868.00; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

Utilities Operations Fund (501)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
501-7005-505-9001 Ending Fund Balance, Unreserved		$8,525,189		$969,868	$7,555,321
501-7060-505-6550 Oher Operating Expense Contractor Payment		$8,936,039	$969,868		$9,905,907
Total Expense		$17,461,228	$969,868	$969,868	$17,461,228

ADOPTED THIS _____DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Noel C. Davis, City Clerk
(SEAL)