

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday, August 25th 2020 at 5:30pm

Please note that in an effort to continue to provide open meetings and to comply with the new rules governing open meetings, this meeting can be accessed by using GoToWebinar using the information at the bottom of the Agenda.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

- 1. Approval of the August 11th Regular Council Meeting Minutes**

Requests and Responses from the Audience (Limited to 3 minutes)

Announcements and Proclamations

Reports

- 1. Governing Body Report**
- 2. Manager's Report**
- 3. Staff Report**
- 4. Committee Reports**

Old Business:

New Business:

- A. Discussion/ Approval of Proclamation 2020-02 Declaration of Drought Emergency Ended in the Village of Angel Fire**
- B. Discussion/ Approval of Resolution 2020-32 a Resolution Adopting the ICIP (Infrastructure Capital Improvement Plan) and Public Hearing**
- C. Discussion / Approval to Approve of the Notice to Award and Contract with All Seasons Foam Coatings for the Water Storage Tanks 2 and 4 for Leak Repair and Coating**
- D. Discussion/ Approval to Accept a Contract with ACES Automation for the Installation of Phase I of a SCADA (Supervisory Control and Data Acquisition System)**
- E. Discussion/ Approval of Change Order #3 with Northern Mountain Construction for the Halo Pines Terrace Improvement Project**
- F. Discussion/ Approval of Resolution 2020-33 a Resolution Authorizing of Destruction of Records**
- G. Discussion/ Approval Requesting to Remove Equipment from Inventory**
- H. Discussion/ Approval to Enter into a Contract with Lawrence Ortega and Associates for the Construction Plans and Specifications for Improvements of a Pedestrian Bridge on Bobcat Trail**

**Terry Cordova, Village Clerk
Post: 08/20/2020**

Jo Mixon, Mayor

THE PUBLIC IS INVITED TO ATTEND

Subject to Change Until Friday August 21st 2020 at 5:30pm

Next Council Meeting September 8th, 2020

AGENDA MAY BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV

**IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING
PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING.**

Please register for Village of Angel Fire, Village Council Meeting 8-25-2020 on Aug 25, 2020 5:30 PM MDT at:

<https://attendee.gotowebinar.com/register/5805820926449383184>

After registering, you will receive a confirmation email containing information about joining the webinar.

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Webinars Made Easy®**

VILLAGE OF ANGEL FIRE
Regular Council Meeting Minutes
Tuesday August 11th, 2020

DRAFT

This meeting was conducted via GoToWebinar in compliance with the NM Open Meetings Act

Call to Order

Mayor Mixon called the meeting to order at 5:30pm

Pledge of Allegiance

Mayor Mixon called for the Pledge of Allegiance.

Roll Call

Present were Mayor Mixon, Mayor Pro-tem Lanon, Councilor Billingsley, Councilor Trom, Councilor Peterson. Also, present were Manager Mitchell and Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Lanon made the motion to approve the agenda. Councilor Trom seconded. Motion carried 4-0

Approval of Consent Agenda

1. **Approval of the July 28th Regular Council Meeting Minutes**
2. **Approval of the August 4th Special Council Meeting Minutes**

Mayor Pro-tem Lanon made the motion to approve the consent agenda. Councilor Billingsley seconded. Motion carried 4-0

Request and Responses from the Audience (Limited to 3 minutes)

Jackie Boyd stated that there has been some talk about is there a way to get an explanation maybe on the website that would explain how the water and sewer bills are calculated. Manager Mitchell went over the process and stated that he would research the question and go into our rates a little more in depth and get back to her.

Announcements and Proclamations –None

Reports

1. **Governing Body Report-None**
2. **Manager's Report**

Manager Mitchell reported that there were a couple of things that needed correcting on the final budget submission. The schedule of investments was incomplete, so we got that properly filled out and resubmitted it by Friday. The state and I disagreed on the revenue that we had listed in our budget for property tax. The disagreement was that the state did not calculate for the GO Bond debt. So once we got all that straightened out the budget was accepted. In addition, to follow up on Ms. Boyd's question from the last meeting, we are looking into wildlife crossing signs and the various type we would have to purchase. They have to be to code. They have to be a certain size with reflective material that meet both the state and the federal DOT code. We are looking into something pre-made, but we are researching it and with our code we are allowed to put various wildlife crossing signs.

3. **Staff Report**

Brad McCaslin – Police Chief gave an update on the police department (see attached)

John Murtagh – Fire Chief gave an update on the fire department (see attached)

Councilor Trom asked about the Wildfire Protection plan was there a way to make the buyer aware if the seller has complied and that they may be liable in the future. Also, what are the penalties and how do we get people to comply. John stated that for your first question it is really up to the buyer to perform their due diligence, to make sure that what there are purchasing is up to code in all aspects. The best thing that I think we can do is let all of the people in the area who do inspections and do appraisals know about the ordinance. As for your second question , since we delayed the implementation of the fuel modification ordinance till September 1st , we are going to go around and do the enforcement and there are penalties for not complying with the ordinance that are already in existence.

4. **Committee Report-None**

1 **Old Business:**

2 **A. Discussion/ Approval of an Ordinance Amending Ordinance 5-3A-2 , Animals Running**
3 **at Large (2nd Reading) (Public Hearing)**

4 Mayor Mixon opened the public hearing at 5:51 pm. Brad McCaslin Police Chief explained
5 that there have been no changes to the ordinance since the first reading. He added that this
6 has been reviewed and approved by the Village's attorney. With no public input, Mayor
7 Mixon closed the public hearing at 5:52pm. Mayor Pro-tem Lanon made the motion to
8 approve an ordinance amending ordinance 5-3A-2, animals running at large. Councilor Trom
9 seconded. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-
10 aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson –aye.

11 **B. Discussion/ Approval of an Ordinance Amending Ordinance 5-2D-3, Unlawful**
12 **Possession of Marijuana (2nd Reading) (Public Hearing)**

13 Mayor Mixon opened the public hearing at 5:54pm. Brad McCaslin, Police Chief explained
14 that there have been no changes to the ordinance since the first reading and this was
15 reviewed and approved by the Village attorney. With no public input, Mayor Mixon closed
16 the public hearing at 5:54pm. Mayor Pro-tem Lanon made the motion to approve an
17 ordinance amending ordinance 5-2D-3, unlawful possession of marijuana. Councilor Trom
18 seconded. With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon-
19 aye, Councilor Billingsley-aye, Councilor Trom-aye, Councilor Peterson-aye.

20 **C. Discussion/ Approval of an Ordinance Amending Ordinance 5-2D-4 , Unlawful**
21 **Possession of Drug Paraphernalia (2nd Reading) (Public Hearing)**

22 Mayor Mixon opened the public hearing at 5:55pm. Brad McCaslin, Police Chief explained
23 that there have been no changes since the first reading and this was reviewed and approved
24 by the Village attorney. With no public input, Mayor Mixon closed the public hearing at
25 5:56pm. Mayor Pro-tem Lanon made the motion to approve an ordinance amending
26 ordinance 5-2D-4, unlawful possession of drug paraphernalia. Councilor Trom seconded.
27 With no further discussion, the motion carried 4-0 with Mayor Pro-tem Lanon –aye,
28 Councilor Billingsley –aye, Councilor Trom-aye, Councilor Peterson-aye.

29
30 **New Business:**

31
32 **A. Discussion/ Approval of Resolution 2020-31 a Resolution Approving the Voluntary**
33 **Collection Agreement Between the Village of Angel Fire and HomeAway**

34 Mayor Pro-tem Lanon made the motion to approve resolution 2020-31 a resolution approving
35 the voluntary collection agreement between the Village of Angel Fire and HomeAway for
36 taxes due. Councilor Billingsley seconded. Manager Mitchell explained this was an
37 agreement that was started under the previous administration. In looking at the agreements,
38 they had to be amended 1 to 2 times and then there were a few things that were contrary to the
39 village's best interest. The one thing that was missing was the sport and recreation facility fee
40 that is stated in our village code. We worked this through our attorneys and their attorneys
41 and we have come to an agreement as well as the largest tax, sport and recreation so that they
42 will be paid and collected through the voluntary agreement. Mayor Pro-tem Lanon asked if
43 this was all the taxes, lodgers and sports and recreation. Manager Mitchell stated that is was.
44 Councilor Trom asked if there was something about a 30 day limit in section 4 concerning
45 transactions for a period of at least 30 consecutive days. Does that mean if it is over 30days
46 that they do not collect? Manager Mitchell stated yes because it becomes a non short-term
47 rental and becomes a leased property. With further discussion, the motion carries 4-0 with
48 Mayor Pro-tem Lanon-aye, Councilor Billingsley –aye, Councilor Trom –aye, Councilor
49 Peterson-aye.
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Mayor Mixon adjourned the meeting at 6:06pm.

Passed, Approved and Adopted on this 25th day in August, 2020

Jo Mixon, Mayor

ATTEST:

Terry Cordova, Village Clerk



ANGEL FIRE POLICE DEPARTMENT

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 08/11/2020
Page : 1
Agency : All

Calls For Service Totals By Call Type

07/01/2020 to 07/31/2020

| Call Type | Totals |
|-----------|--------|
|-----------|--------|

| | | |
|----------|--------------------------------|----|
| 911 CALL | 911 Call | 1 |
| AB VEH | Abandoned Vehicle | 1 |
| AN COMP | Animal Complaint | 15 |
| AOA | Assist Other Agency | 6 |
| ASSAULT | Assault | 1 |
| B ALARM | Business Alarm | 1 |
| CIVSTBY | Civil Standby | 1 |
| CODE VOI | Code Violation | 1 |
| COWS OUT | Cattle Out | 7 |
| DIST | Disturbance | 6 |
| DOH VIOL | Department of Health Violation | 1 |
| DRTEST | Driving Test | 6 |
| DWI | DWI | 1 |
| ENC VIOL | Encroachment Violation | 3 |
| FIREWORK | Illegal Fireworks | 1 |
| H R ACC | Hit and Run Accident | 2 |
| INFORMAT | Informational | 9 |
| L/F PROP | Lost / Found Property | 1 |
| MA | Motorist Assist | 2 |
| NOIS COM | Noise Complaint | 1 |
| OHV COMP | Off Highway Vehicle Complaint | 3 |
| OP DOOR | Open Door | 1 |
| OVERDOSE | Overdose | 1 |
| PROP ACC | Property Accident | 2 |
| R ALARM | Residential Alarm | 3 |
| SHOPLIFT | Shoplifting | 1 |
| SHOT FIR | Shots Fired | 3 |
| SLASH | Slash Complaint | 10 |
| STL VEH | Stolen Vehicle | 1 |
| SUS PERS | Suspicious Person | 1 |
| SUS VEH | Suspicious Vehicle | 1 |
| THEFT | Theft | 1 |
| TRES NOT | Trespass Notice | 2 |
| UN DEATH | Unattended Death | 1 |
| WEL CHEC | Welfare Check | 1 |

Grand Total for all calls

99



ANGEL FIRE POLICE DEPARTMENT

27 Halo Pines Terrace
ANGEL FIRE, NM. 87710

Date : 08/11/2020
Page : 1
Agency : AFD

Citation Totals By Violation

07/01/2020 to 07/31/2020

| Violation | | Total |
|--------------|-------------------------------------|-----------|
| 12-10-6(B) | UNINSURED MOTOR VEHICLE | 2 |
| 12-6-1 | SPEED REGULATIONS | 7 |
| 12-6-12.23 | Permitting Unauthorized Persons To | 1 |
| 12-6-12.24 | Parties to Unlawful Act | 1 |
| 12-6-12.5 | DRIVERS TO BE LICENSED | 1 |
| 12-6-4.3(D) | STOP SIGN VIOLATION | 2 |
| 12-6-6.3 | PARKED VEHICLE INTERFERED W/TRAFFIC | 1 |
| 12-6-7.4A | FAILURE TO YIELD TO EMERGENCY VEHIC | 1 |
| 5-2C-4(C)(2) | SHOPLIFTING (Concealing, convert w/ | 1 |
| 5-3B-1 | DOGS RUNNING AT LARGE | 2 |
| | Grand Total | 19 |



ANGEL FIRE
POLICE DEPARTMENT
 27 Halo Pines Terrace
 ANGEL FIRE, NM. 87710

Individual Arrest & Booking Report

07/01/2020 to 07/31/2020

| Incident # | Booking # | Subect Name | D.O.B. | Pgym | Class | Role | Location-City | Officer | Date | |
|------------|-----------|------------------------|------------|---|-------|------|---------------|---------|------------|--|
| 20-000441 | 20-000441 | Juvenile Name Withheld | [REDACTED] | PAT... | P... | NTC | ANGEL FIRE | 0461 | 07/09/2020 | |
| | | | | 5-2C-4(C)(2) - SHOPLIFTING (Concealing, convert w/o paying) | | | | | | |
| 20-000411 | 20-000411 | Juvenile Name Withheld | [REDACTED] | PAT... | F... | JPO | ANGEL FIRE | 0572 | 07/02/2020 | |
| | | | | 5U-16D-1 - UNLAWFUL TAKING OF A MOTOR VEHICLE | | | | | | |
| 20-000413 | 20-000413 | [REDACTED] | [REDACTED] | PAT... | P... | NTC | ANGEL FIRE | 0599 | 07/08/2020 | |
| | | | | 5-3B-1 - DOGS RUNNING AT LARGE | | | | | | |
| 20-000454 | 20-000454 | [REDACTED] | [REDACTED] | PAT... | P... | NTC | ANGEL FIREA | 0599 | 07/15/2020 | |
| | | | | 5-3B-1 - DOGS RUNNING AT LARGE | | | | | | |



August 11, 2020

Village of Angel Fire Council Meeting, AFFD Staff Report

-283 calls YTD in 2020.

-57 calls for service in July

| EMS | | Fire | |
|------------------------|---|-----------------|---|
| Sick Call | 5 | Gas Leak | 0 |
| Traumatic Injury | 5 | Carbon Monoxide | 0 |
| Vehicle/Bike Accidents | 1 | Smoke Check | 6 |
| Fall | 5 | Fire Alarm | 9 |
| Chest Pain | 4 | Structure Fire | 1 |
| Abdominal Pain | 1 | Brush Fire | 2 |
| Unconscious | 8 | Haz Mat | 0 |
| Seizure | 3 | | |
| Suicidal | | | |
| Respiratory | 1 | | |
| Alcohol/Drug Related | 2 | | |
| Allergic reaction | 1 | | |
| Public Assist | 3 | | |

Public Relations Events

No PR events due to Covid-19

Training

Regular Wednesday FD Training has been postponed due to Covid-19, but personnel are reviewing training videos thru our online training program.

General Information/Updates

- AFFD is working with all State, County, and Regional partners on Covid-19. Tracking Covid-19 updates daily, tracking positive cases in the area, working with MV Health Clinic. Our supply of PPE is good. Slash pile burning has resumed. We have deployed to 2 wildland fires out of town. Fire Inspections are ongoing. Staffing of Eagle Nest EMS is going well.

John Murtagh
Chief of Fire/EMS
jmurtagh@angelfirenm.gov

575-377-3347 (Station)
575-377-6098 (Fax)

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: June 25, 2019

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Accept Infrastructure Capital Improvement Plan FY 2022 – 2026 & Resolution # 2020-32

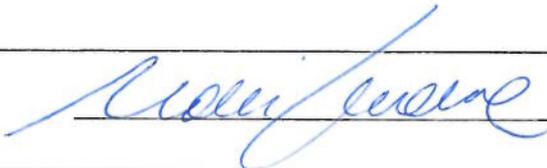
Background/Facts : The Village of Angel Fire is bringing recommendation to council for review and approval of prioritized selections for the Infrastructure Capital Improvements Plan for FY 2022 – 2026 along with Resolution 2020-32 as requested by the New Mexico Department of Finance & Administration

Alternatives: - None

1) Financial Impact and Review:

Financial Impact: NO - *Plan Only*
Budgeted Item: N/A
Funding Source: Depends on Award

Finance Department Comments and Review:

 Finance Directors Signature

2) Staff's Recommended Motion: Requesting approval for the Village of Angel Fire's Infrastructure Capital Improvement Plan for FY 2022 – 2026 and Resolution 2020-32.

3) Village Manager's Recommendation:

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Revises Recommendation for FY 21-26

Signature: 

County, Municipality/Tribal Government/Special District of

Village of Angel Fire

COUNTY OF Colfax

Resolution No. 2020-32

A RESOLUTION
ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- WHEREAS, the Village of Angel Fire recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF ANGEL FIRE that:

1. The Village of Angel Fire has adopted the attached FY 2022-2026 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2019-57.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of 25th day of August, 2020.

Mayor – Jo Mixon

ATTEST:

Village Clerk

Old Last Year ICIP
Resolution

County, Municipality/Tribal Government/Special District of

Village of Angel Fire

COUNTY OF Colfax

Resolution No. 2019-57

A RESOLUTION
ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- WHEREAS, the Village of Angel Fire recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF ANGEL FIRE that:

- 1. The Village of Angel Fire has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan, and
It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
- 3. This Resolution supersedes Resolution No. 2019-34.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of 12th day of November, 2019.

Chuck Howe
Mayor -- Chuck Howe

ATTEST: Jessy Cordova
Village Clerk

Old Last Year's Scap Ranking

ICIP - INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN FY 2021 - 2025

| YEAR | RANK | PROJECT TITLE | CATEGORY | FUNDED TO DATE | 2021 | 2022 | 2023 | 2024 | 2025 | TOTAL PROJECT COST | AMOUNT NOT YET FUNDED | PHASE ? |
|------|------|--|--|----------------|-----------|-----------|-----------|-----------|------|--------------------|-----------------------|---------|
| 2021 | 1 | Water Tank Replacement Construct Building for Fire | Water - Water Supply | 0 | 1,600,000 | 0 | 0 | 0 | 0 | 1,600,000 | 1,600,000 | NO |
| 2021 | 2 | Station 1 | Facility - Fire | 0 | 1,700,000 | 0 | 0 | 0 | 0 | 1,700,000 | 1,700,000 | NO |
| 2021 | 3 | Radio Communication Tower SCADA (Supervisory Control & | Equipment - Public Safety Equip | 0 | 500,000 | 0 | 0 | 0 | 0 | 500,000 | 500,000 | NO |
| 2021 | 4 | Data Acquisition Village Hall Parking, Drainage & | Water - Water Supply | 50,000 | 200,000 | 200,000 | 200,000 | 0 | 0 | 660,000 | 600,000 | YES |
| 2021 | 5 | Lights | Facilities - Admin Facilities | 0 | 350,000 | 0 | 0 | 0 | 0 | 350,000 | 350,000 | NO |
| 2021 | 6 | Community Center Roof Reconstruction | Facilities - Convention Facilities | 0 | 100,000 | 700,000 | 0 | 0 | 0 | 800,000 | 800,000 | YES |
| 2021 | 7 | Community Center playground | Equipment - Other | 0 | 200,000 | 0 | 0 | 0 | 0 | 200,000 | 200,000 | NO |
| 2021 | 8 | Lighting & Utilities Allen Fields Community Center Gym Floor Replacement | Other - Other Facilities - Convention Facilities | 0 | 100,000 | 400,000 | 0 | 0 | 0 | 500,000 | 500,000 | YES |
| 2021 | 9 | | | 0 | 100,000 | 125,000 | 0 | 0 | 0 | 225,000 | 225,000 | YES |
| 2022 | 10 | Recycle Center Addition/Repair | Facility - Other | 0 | 0 | 100,000 | 750,000 | 50,000 | 0 | 900,000 | 900,000 | YES |
| 2022 | 11 | Water Re-use Project | Other - Other | 0 | 0 | 100,000 | 1,000,000 | 1,000,000 | 0 | 2,100,000 | 2,100,000 | YES |
| 2022 | 12 | Plaza Dol Sol Event Center | Facilities - Admin Facilities | 0 | 0 | 5,615,000 | 1,000,000 | 1,000,000 | 0 | 2,100,000 | 2,100,000 | YES |

ICIP - INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN FY 2021 - 2025

| YEAR | RANK | PROJECT TITLE | CATEGORY | FUNDED TO DATE | 2022 | 2023 | 2024 | 2025 | 2026 | TOTAL PROJECT COST | AMOUNT NOT YET FUNDED | PHASE ? |
|------|------|--|---|----------------|-----------|-----------|-----------|-----------|---------|--------------------|-----------------------|---------|
| | | | | | 0 | 2,500,000 | 2,000,000 | 2,000,000 | 0 | | | |
| 2022 | 1 | Sewer Extension Water Tank Repair, | Waste Water | 0 | 1,500,000 | 2,500,000 | 2,000,000 | 2,000,000 | 0 | 8,000,000 | 8,000,000 | YES |
| 2022 | 2 | Replacement, Refurbish | Water - Water Supply | 190,000 | 1,100,000 | 750,000 | 0 | 0 | 0 | 2,040,000 | 1,850,000 | YES |
| 2022 | 3 | Waterline Replacement SCADA (Supervisory Control & | Water - Water Supply | 0 | 500,000 | 1,500,000 | 1,000,000 | 0 | 0 | 3,000,000 | 3,000,000 | YES |
| 2022 | 4 | Data Acquisition | Water - Water Supply | 60,000 | 500,000 | 0 | 0 | 0 | 0 | 560,000 | 60,000 | NO |
| 2022 | 5 | Recycle Center Addition/Repair, Community Center Roof | Facilities - Other Facilities - Convention | 41,419 | 350,000 | 400,000 | 0 | 0 | 0 | 791,419 | 750,000 | YES |
| 2022 | 6 | Reconstruction Fire Station #1 - Construction, | Facilities | 0 | 100,000 | 700,000 | 0 | 0 | 0 | 800,000 | 800,000 | YES |
| 2022 | 7 | reconstruction, Remodel Community Center Grounds, | Facilities - Fire Facilities - Convention | 0 | 50,000 | 560,000 | 336,000 | 403,000 | 207,000 | 1,556,000 | 1,556,000 | YES |
| 2022 | 8 | Playground and Stairs Community Center Gym Floor | Facilities | 0 | 600,000 | 0 | 0 | 0 | 0 | 600,000 | 600,000 | YES |
| 2022 | 9 | Replacement | Facilities - Convention Facilities | 0 | 100,000 | 250,000 | 0 | 0 | 0 | 350,000 | 350,000 | YES |

**COUNCIL AGENDA ITEM
STAFF RECOMMENDATION**

MEETING DATE: August 25, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Award Water Storage Tanks 2 & 4 Leak Repair and Coating project to All Seasons Foam Coatings & Services

Background/Facts : The Village of Angel Fire through HDR Engineering Inc. issued and invitation to bid for the “Storage Tank 2 & 4 Leak Repair and Coating”. Bids were received and tabulated. HDR Engineering Inc, is recommending the project be awarded to All Seasons Foam Coatings & Services in the amount of \$190,868.00, excluding NMGRT.

Alternatives: - None

1) **Financial Impact and Review:**

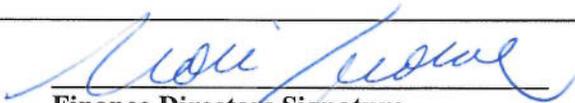
Financial Impact: Yes ✓

Budgeted Item: Yes ✓

Funding Source: Capital Appropriation

Tax Severance Bond SAP 20-E4031-STBR in the amount of \$115,483.16 – Remainder of required funds to be paid from the Water Department’s Budget ✓

Finance Department Comments and Review:


Finance Director's Signature

2) **Staff's Recommended Motion:** Based on HDR Engineering Inc.’s recommendation Council is being asked to give Notice of Award and Accept a Contract with All Seasons Foam Coatings & Services for the Water Storage Tanks 2 & 4 Leak Repair.

3) **Village Manager's Recommendation:**

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature: 

NOTICE OF AWARD

Date of Issuance:

Owner: Village of Angel Fire Owner's Contract No.: 2018-013C
Engineer: HDR Engineering, Inc. Engineer's Project No.: 10226238
Project: Water Storage Tanks 2 & 4 Leak Repair and Coating Contract Name: Water Storage Tanks 2 & 4 Leak Repair and Coating
Bidder: All Seasons Foam Coatings & Services
Bidder's Address: 1606 Duck Creek Rd Sanger, TX 76266

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 27, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid: Leak repair and interior coating of potable Water Storage Tanks 2 & 4.
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ 190,868.00, excluding NMGRT.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents and Drawings accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - Other documentation as requested by Owner.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



August 3, 2020

Amos Torres
Village Public Works Director
PO Box 610
Village of Angel Fire, NM 87710

**Subject: Bid Evaluation
VAF Water Storage Tanks 2&4 Leak Repair and Coating
Bid Number 2018-013C**

Dear Mr. Torres:

HDR has completed an evaluation of the bids for the above referenced project, which were opened on August 27th, 2020 at 1:00 PM at Village Hall. Six (6) bids were received from Riley Industrial, Viking Industrial, TMI Coatings, Industrial Coatings, All Seasons Foam Coatings & Services, and Lone Mountain.

We have tabulated the bids and reviewed for mathematical errors. The errors are indicated with yellow highlighted cells in the attached Bid Tabulation and do not affect the ranking of the bids or the apparent low bidder.

Based on the bid evaluation the apparent responsible low bidder was All Seasons Foam Coatings & Services (green highlight) with a Base Bid Price of \$190,868.00 including Allowances (not including NMGRT @ 7.7708%), which is below the Opinion of Probable Construction Cost. The bid provided by All Seasons Foam Coatings & Services did not include the Campaign Contribution Disclosure form or acknowledgement of addenda. The contract documents allow the Village to waive minor informalities not involving price, time, or changes in the Work as noted Article 19.

It is our understanding the Village has sufficient funds to award the Base Bid. Based upon our review, All Seasons Foam Coatings & Services would be considered the lowest bidder and the Village could choose to award the work if Village purchasing determines the missing items are considered a minor informality.

All Seasons Foam Coatings & Services bid price for Additive Alternates 1 and 2 are \$25,935.00 and \$25,935, respectively (not including NMGRT @ 7.7708%), which is below the Opinion of Probable Construction Cost. It is our understanding the Village may not have sufficient funds to award the Additive Alternates. The Village could choose to conduct further discussion with All Seasons Foam Coatings & Services regarding any opportunity to negotiate a portion or all of the Additive Alternates subject to available project funding.

If you have any questions or comments please contact me at (505) 830-5400.

Sincerely,
HDR Engineering, Inc.

Carl Abrams, PE
Project Manager

Concurrence:

| | Village of Angel Fire | Title | Date |
|--------------|--|-------|------|
| cc: | Jay Mitchell, Village Manager | | |
| | Fabian Mascarenas, Village Procurement | | |
| | Sandra Garcia, Village Procurement | | |
| Attachments: | Bid Tabulation | | |



Village of Angel Fire
Water Storage Tanks 28.4 Repair and Coating
Bid Tabulation

| Bid Item No. | Description (Complete if Price) | Unit | Qty | OFCC | | Riley Industrial | | Viking Industrial | | Industrial Coatings | | ASFI | | Lone Mountain | | |
|----------------------------|---------------------------------|------|-----|---------------------|---------------|------------------|---------------|-------------------|---------------|---------------------|---------------|--------------|--------------|---------------|---------------|--|
| | | | | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | Unit Price | Bid Price | |
| Base Bid Items | | | | | | | | | | | | | | | | |
| 1 | Mobilization | LS | 4 | \$ 7,500.00 | \$ 2,500.00 | \$ 7,140.00 | \$ 7,140.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 250.00 | \$ 525.00 | \$ 10,018.05 | \$ 10,018.05 | |
| 2 | Tank 2 Leak Repair | EA | 5 | \$ 900.00 | \$ 2,500.00 | \$ 485.00 | \$ 2,425.00 | \$ 3,000.00 | \$ 15,000.00 | \$ 790.00 | \$ 3,950.00 | \$ 1,150.00 | \$ 5,750.00 | \$ 375.68 | \$ 1,878.40 | |
| 3 | Tank 2 Interior Coating | LS | 1 | \$ 160,000.00 | \$ 160,000.00 | \$ 197,185.00 | \$ 197,185.00 | \$ 110,000.00 | \$ 110,000.00 | \$ 149,500.00 | \$ 141,000.00 | \$ 78,434.00 | \$ 78,434.00 | \$ 245,422.23 | \$ 245,422.23 | |
| 4 | Tank 4 Leak Repair | EA | 5 | \$ 800.00 | \$ 2,500.00 | \$ 485.00 | \$ 2,425.00 | \$ 3,000.00 | \$ 15,000.00 | \$ 780.00 | \$ 3,850.00 | \$ 1,100.00 | \$ 5,750.00 | \$ 375.68 | \$ 1,878.40 | |
| 5 | Tank 4 Interior Coating | LS | 1 | \$ 160,000.00 | \$ 160,000.00 | \$ 197,185.00 | \$ 197,185.00 | \$ 110,000.00 | \$ 110,000.00 | \$ 149,500.00 | \$ 141,000.00 | \$ 78,434.00 | \$ 78,434.00 | \$ 245,442.23 | \$ 245,442.23 | |
| 6 | Demobilization | LS | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 7,140.00 | \$ 7,140.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 250.00 | \$ 525.00 | \$ 8,765.79 | \$ 8,765.79 | |
| Allowances | | | | | | | | | | | | | | | | |
| AL-1 | Repair Allowance | LS | 1 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | \$ 12,000.00 | |
| | | | | 10% Contingency | \$ 34,700.00 | | | | | | | | | | | |
| | | | | Base Bid | \$ 981,700.00 | \$ 425,500.00 | \$ 282,000.00 | \$ 344,000.00 | \$ 303,900.00 | \$ 150,960.00 | \$ 525,405.10 | | | | | |
| Additive Alternates | | | | | | | | | | | | | | | | |
| AA-1 | Tank 2 Exterior Coating | LS | 1 | \$ 70,000.00 | \$ 70,000.00 | \$ 31,500.00 | \$ 31,500.00 | \$ 42,500.00 | \$ 42,500.00 | \$ 79,000.00 | \$ 79,000.00 | \$ 25,525.00 | \$ 25,525.00 | \$ 130,234.65 | \$ 130,234.65 | |
| AA-2 | Tank 4 Exterior Coating | LS | 1 | \$ 70,000.00 | \$ 70,000.00 | \$ 31,500.00 | \$ 31,500.00 | \$ 42,500.00 | \$ 42,500.00 | \$ 79,000.00 | \$ 79,000.00 | \$ 25,525.00 | \$ 25,525.00 | \$ 130,234.65 | \$ 130,234.65 | |
| | | | | 10% Contingency | \$ 14,000.00 | | | | | | | | | | | |
| | | | | Additive Alternates | \$ 154,000.00 | \$ 63,000.00 | \$ 85,000.00 | \$ 158,000.00 | \$ 158,000.00 | \$ 51,870.00 | \$ 250,469.30 | | | | | |
| | | | | Total Project | \$ 535,700.00 | \$ 488,500.00 | \$ 387,000.00 | \$ 502,000.00 | \$ 303,900.00 | \$ 242,738.00 | \$ 795,874.40 | | | | | |

Indicates mathematical error.

**COUNCIL AGENDA ITEM
STAFF RECOMMENDATION**

MEETING DATE: August 25, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Contract with ACES Automation, Inc., for the installation of Phase I of a SCADA System.

Background/Facts : The Village of Angel Fire received \$60,000.00 through Capital Appropriation funding to install a Supervisory Control and Data Acquisition System (SCADA). After acquiring quotes from numerous vendors that would best meet the needs of Angel Fire, we would like to move forward with a contract with ACES Automation, Inc. This system will allow the Water Department to manage tank water levels and pump cycles remotely. This will be Phase I of a complete SCADA System in the future. Available funding will determine the number of Phases needed to complete the entire SCADA System.

Alternatives: - None

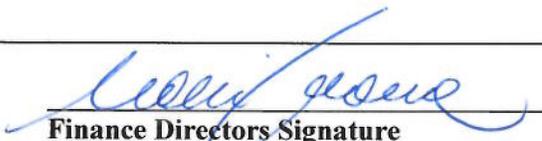
1) **Financial Impact and Review:**

Financial Impact: Yes ✓

Budgeted Item: Yes ✓

Funding Source: Capital Appropriation – Department of Environment Fund
SAP 19-D2441-GF in the amount of \$60,000.00

Finance Department Comments and Review:

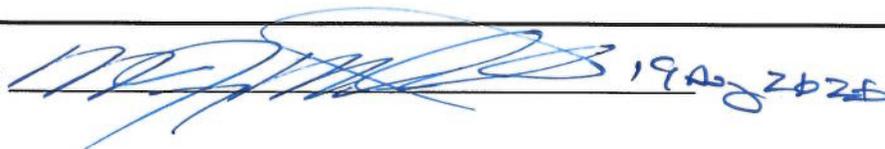

Finance Director's Signature

2) **Staff's Recommended Motion:** Requesting that the Village of Angel Fire enters into a contract with ACES Automation, Inc. for the Installation of Phase I of a SCADA System.

3) **Village Manager's Recommendation:**

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature:  19 Aug 2020

COPPLER LAW FIRM, P.C.
A PROFESSIONAL CORPORATION

FRANK R. COPPLER
GERALD A. COPPLER*
JOHN L. APPEL
JOSHUA D. HOWARD

ATTORNEYS AND COUNSELORS AT LAW
645 DON GASPAR AVENUE
SANTA FE, NEW MEXICO 87505

TELEPHONE
(505) 988-5656

TELECOPIER
(505) 988-5704

* also licensed in Texas

August 3, 2020

Re: ACES/VOAF Agreement
Our No.: 4198

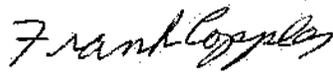
Hon. Jo Mixon,
Mayor Angel Fire NM
P.O. Box 610
Angel Fire, NM 87710

Dear Mayor:

Enclosed please find the agreement between the Village of Angel fire and ACES. The signed agreement came in from ACES, Mr. Nathan McCown by certified mail today, August 3, 2020. I have signed it and the original is enclosed.

Very truly yours,

COPPLER LAW FIRM, P.C.


Frank Coppler

Enc: original 16-page agreement
CC:
(without enclosure)
Mr. Mitchell
Mr. Mascarenas
MS Garcia
MS Cordova
Mr. McCown

State of New Mexico

Village of Angel Fire

THIS Agreement ("Agreement") is made by and between the Village of Angel Fire, State of New Mexico, hereinafter referred to as the "Procuring Agency" and ACES Automation, Inc., hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the Procuring Agency; and

WHEREAS, the Procuring Agency does not have local procurement regulations and therefore is required to follow New Mexico administrative code (NMAC) TITLE 1 CHAPTER 4 PART 1 PROCUREMENT CODE REGULATIONS (1.4.1.2 A.)

WHEREAS; 1.4.1.51 governs the process required to be engaged in by the procuring agency prior to approval of this Agreement; and

WHEREAS; the Village Manager acting by and through the Village Procurement Officer, so as to obtain written quotations, as required by 1.4.1.51 solicited no fewer than three businesses via written requests, such written requests containing the specifications for the procurement and after obtaining those written quotations a record was made of each one of them and placed in the procurement file; and

WHEREAS; as required by 1.4.1.51 if three written quotes could not be obtained, the Village Manager acting by and through the Village Procurement Officer, documented the reasons and included the document in the procurement file (notations such as "does not carry" or "did not return my phone call" are not sufficient) and the acceptance of the quote of the contractor, if not the lowest quote, is supported by a written determination by the Village Manager acting by and through the Village Procurement Officer as to the reasons for picking the higher quote; and

WHEREAS; as required by 1.4.1.51 prior to award, contents of any response to a quotation were not disclosed to any other business from which the same request for quotation was solicited and the award was made to the business offering the lowest acceptable quotation; and WHEREAS, all specifications for the procurement and the Contractor's response to such are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, Section 13-1-125 NMSA 1978 and Sections 1.4.1.51 and 1.4.1.52 NMAC the total amount of this Agreement is \$60,000.00 or less, excluding taxes.

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

B. "ITB" means Invitation to Bid as defined in statute and rule.

C. "Procuring Agency" means the Village of Angel Fire that enters into an Agreement to procure products or services.

D. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Village Manager, Village of Angel Fire. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule

E. "RFP" means Request for Proposals as defined in statute and rule.

F. "We," "us" or "our" refers to the Village of Angel Fire, its agencies, commissions, institutions, or departments.

G. "You" and "your" refers to ACES Automation, Inc.

2.

Scope of Work.

The Contractor shall perform the following work:

2.1 Design and fabricate five (5) UL508A pump control panels

2.2 New well site

2.2.1 Install and integrate new pump control panel

2.2.2 Install and integrate motor saver in pump starter

2.2.3 Integrate site into SCADA system.

2.3 Coffee #2 Site

2.3.1 Install and integrate new UPS/RTU panel

2.3.2 Install and integrate motor/phase saver

2.3.3 Integrate site into SCADA system

2.4 Peralta Site

2.4.1 Install and integrate new pump control panel

2.4.2 Install and integrate motor/phase saver

2.4.3 Integrate site into SCADA system

2.5 Booster #2 Site

2.5.1 Install and integrate new pump control panel

2.5.2 Install and integrate motor/phase saver

- 2.5.3 Install and integrate tank level transmitter
- 2.5.4 Integrate site into SCADA system
- 2.6 Booster #4 Site
 - 2.6.1 Install and integrate new pump control panel
 - 2.6.2 Install and integrate motor/phase saver
 - 2.6.3 Install and integrate tank level transmitter
 - 2.6.4 Integrate site into SCADA system
- 3. Assumptions and Clarifications
 - 3.1 Work assumes that the Samsara IG61 or IG21 plc system will be utilized at each site
 - 3.2 Work assumes all IO with the exception of the newly added motor saver is in existing pump control panels at each site and no other IO will need to be routed or installed.
 - 3.3 Work assumes all construction will happen consecutively meaning once construction starts will work seven days a week until completion
 - 3.4 Work assumes Contractor will subcontract Samsara to provide pump control panels (PLCs) communications antennae, and programming for project
 - 3.5 Work assumes required ports are available for installation of tank level transmitters and ports are of normal nominal size with easy access
 - 3.6 Contractor assumes areas will be accessible and available when needed.
- 4. No Change Orders
 - 4.1 Contractor has had adequate opportunity to inspect all areas, structures, equipment of Procuring Agency and included in the lump sum is any unanticipated constructions, hand digging for conduit placement or unplanned additional equipment.
 - 4.2 Standby time for any reason is at Contractors expense, and included in lump sum is removal of boulders, or any unforeseen materials other than dirt.
- 5. Deliverables
 - 5.1 Five tank level control panels
 - 5.2 Installation and commissioning of all panels
 - 5.3 Integration of site pump control panels and SCADA network

Schedule:

Contractors shall begin work immediately upon receiving Village Manager's written notice to proceed. Panel fabrication is currently scheduled at 6 weeks Arrival on Site.

6. **Compensation.**

The Procuring Agency shall pay to the Contractor total compensation not to exceed \$60,000.00 plus the applicable gross receipts tax. One half to be paid at such time as all equipment is installed and the remainder when the SCADA system is operating satisfactory to the Procuring Agency.

In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing and approved by the Village of Council prior to services, in excess of the total compensation amount being provided.

- A. Any agreed upon additional compensation may only be paid for services in addition to those in this Agreement scope of work.
- B. In accordance with Section 13-1-158 NMSA 1978, final payment shall be tendered to the Contractor within thirty (30) days of the date of Village Manager's written certification of Acceptance.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. In lieu of a performance bond the Procuring Agency shall retain twenty percent (20%) of the fixed-price paid as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance by the Village Manager of the work.

The Procuring Agency's right to keep retainage shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the Procuring Agency as a result of Contractor's failure to perform.

7. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ANGEL FIRE and this Agreement will not be acted upon by the Village Council unless at that time it has before it an original, signed by the Contractor. This Agreement shall begin on the date approved by the Village Council of the Village of Angel Fire and shall end on December 31, 2020 unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

8. Termination

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

9. **Appropriations.**

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

10. **Status of Contractor.**

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

11. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State, or Procuring Agency; (ii) the Contractor is not a member of the family of a public officer or employee of the State, or Procuring Agency; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, or Procuring Agency, a member of the family of a public officer or employee of the State, or Procuring Agency, or a business in which a public officer or employee of the State, or Procuring Agency, or the family of a public officer or employee of the State, or Procuring Agency has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State or Procuring Agency within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State or Procuring Agency whose official act, while in State or Procuring Agency employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

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

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

12. **Amendment.**

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

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

13. **Merger.**

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

14. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

15. **Equal Opportunity Compliance.**

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

16. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

17. **Applicable Law.**

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

18. **Records and Financial Audit.**

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

19. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. **Non-Collusion**

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

22. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Village Manager
Village of Angel Fire
3388 Mountain View Blvd.
PO Box 610
Angel Fire, NM 87710

To the Contractor:

Nathan McCown
President
ACES Automation, Inc.
901 Cillessen Court
Farmington, NM 87401

23. **Succession**

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

24. **Headings**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

26. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's

rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

28. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Village Manager and Village Attorney by certified mail.

29. **Default and Force Majeure.**

The Procuring Agency reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Procuring Agency, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Procuring Agency due to the Contractor's default. The Contractor 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 Contractor; 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 Procuring Agency shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Procuring Agency provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. **Assignment.**

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

31. **Subcontracting.**

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

32. **Inspection of Plant.**

The Procuring Agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

33. **Commercial Warranty.**

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

34. **Condition of Proposed Items.**

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

35. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

36. **Confidentiality.**

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. **Contractor Personnel.**

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Nathan McCown

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. **Incorporation by Reference and Precedence.**

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

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

39. **Inspection.**

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

40. **Inspection of Services.**

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

A. Services, as used in this Clause, 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 Village Manager. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Village Manager or Procurement Officer of the Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. Inspections and tests will be performed in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the Village Manager may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Contractor to take necessary action(s) to ensure that future

performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement 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 of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES APPLICABLE TO THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. **Insurance.**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

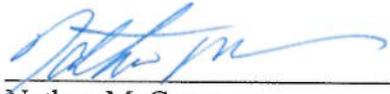
- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the Procuring Agency as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: _____
Jo Mixon
Mayor, Village of Angel Fire

Date: _____

By:  _____
Nathan McCown
President
ACES Automation, Inc.

Date: 7-26-2020

Approved for legal sufficiency:

By:  _____
Coppler Law Firm
Frank Coppler
Village Attorney

Date: 8-3-2020

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 02-400353000

COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: August 25th , 2020

TO: Mayor / Council

FROM: Terry Cordova , Village Clerk

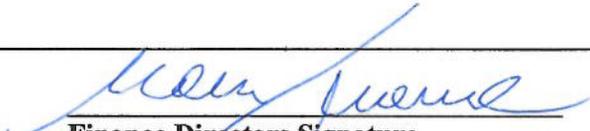
SUBJECT: Approval of Resolution 2020-33 Authorizing the destruction of Records

Background/Facts : The Village of Angel Fire has retained and stored various records that have met the criteria for destruction , the Village of Angel Fire's clerk would like authorization to destroy the records per the destruction schedule.

1) Financial Impact and Review:

Financial Impact: no
Budgeted Item: no
Funding Source:

Finance Department Comments and Review:


Finance Directors Signature

2) Attached Documents: Resolution

3) Staff's Recommended Motion: Motion and Second to approve.

4) Village Manager's Recommendation:

Approval: [initials] Disapproval: _____ other: _____

Manager's Comments:

most used Storage Room capacity being taken up by records items subject to IPRA - [initials]

Signature: [Handwritten Signature]

**VILLAGE OF ANGEL FIRE
RESOLUTION 2020-33**

A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS

WHEREAS, the Village of Angel Fire has adopted the records destruction schedule set forth by the State of New Mexico; and

WHEREAS, the Village of Angel Fire has retained and stored various records that have met the criteria for destruction ; and

WHEREAS, the Village of Angel Fire's clerk would like to destroy the records per the destruction schedule.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Angel Fire to approve the destruction of village records

PASSED, ADOPTED AND APPROVED THIS 25th DAY OF AUGUST, 2020.

Jo Mixon , Mayor

ATTEST:

Terry Cordova, Village Clerk

DOCUMENTS TO BE DESTROYED

ACCOUNTS PAYABLE (VOUCHERS, RECEIPTS, PURCHASE ORDERS)

ACCOUNTS RECEIVABLE (DAILY CASH RECEIPTING)

PAYROLL

BUSINESS REGISTRATION

JOURNAL ENTRIES

BUDGET ADJUSTMENTS

AUDIT DOCUMENTS

GROSS RECEIPTS

BANK STATEMENTS

BILLING/CUSTOMER REPORTS

FISCAL YEAR

2009/10

2010/11

2011/12

2012/13

2013/14

2014/15

2015/16

RANDY SMITH BOX-OLD INFORMATION TECHNOLOGY STUFF/WAS CHECKED BY ITEAM-NOT
NEEDED

RECORDS FOR DESTRUCTION

August 19, 2020

MUNICIPAL COURT

Monthly Court reports which included copies of checks, AOC AND JEC reports and Journal reports. January 1998 to December 2016.

Summary – Citations and Dispositions 1989-1991.

Invoices, Vouchers and Credit Card Statements – June 2008 – June 2001

Citations – 2006 – 2016

AOC Reimbursements 2008- 2011.

Batch Reports 2009 – 2015

Bank Statements/ Municipal Court and Bond Account 1998 --2017

POLICE DEPT

Parking Citations 2006 – 2017

Warning Citations 2006 – 2017

Issuing Agents Copy – Citations 1989 – 2017

Request for Destruction of Evidence Jan 1, 2002 to March 31, 2002

Private Property Collision Form – January 2005 to March 2006

Release of Firearm 2001-2006

Reqst for Inspection of Records 2002 – 2006

Criminal Trespass Notice; Report of Lost or Stolen Property 2002-

Informational Reports 2002 -

**COUNCIL AGENDA ITEM
STAFF RECOMMENDATION**

MEETING DATE: August 25, 2020

TO: Mayor / Council and Village Manager

FROM: Sandy Garcia – Grant Administrator

SUBJECT: Request to Accept Change Order #3 with Northern Mountain Constructors for the Halo Pines Terrace Improvements Project.

Background/Facts : The Village of Angel Fire has entered into a contract with Northern Mountain Constructors for the Construction of Halo Pines Improvements. Change Order #3 is to incorporate curb returns and valley gutters at the Halo Pines and NMSR 434 intersection in-lieu of paving and straight sidewalk planned and designed for other projects. Incorporate rotation of manhole discovered during earthwork to place access outside of new curb. Correct Cal. Error in CO #1. Incorporate drive access at station 0+31 Rt. Change drive access at station 4+53.50 Lt. and replace concrete transition with asphalt. Incorporate 20-calendar days to the contract time for Change Proposal.

Alternatives: - None

1) **Financial Impact and Review:**

- ✓ **Financial Impact:** Yes
- ✓ **Budgeted Item:** Yes +
- Funding Source:** Grant

Finance Department Comments and Review:

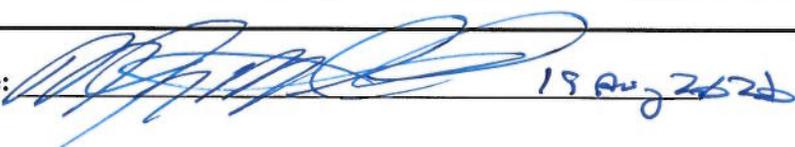

Finance Directors Signature

2) **Staff's Recommended Motion:** Requesting that the council approve and sign change order # 3. Approving contract price with change order #3 of \$337,537.07

3) **Village Manager's Recommendation:**

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature:  18 Aug 2020

Contract Change Order

No. 3

| | | | |
|---|--|--|---------------------------------|
| Contractor: Northern Mountain Constructors, Inc. PO Box 348 El Prado, NM 87529 | | Project: Halo Pines Terrace Improvements | |
| Owner: Village of Angel Fire PO Box 610 Angel Fire, NM 87710 | | Coop CN L400403 Coop CN L400452 MAP CN L400407 | |
| Date of Issue: 08 / 19 /2020 | | Effective Date: Date of Owner's Signature | |
| The Contractor is hereby directed to make the following changes in the Contract Documents | | | |
| Amount (w/o GRT) | Description | | |
| \$18,641.00 | CO#3 - See Detail Sheet for Itemized Breakdown | | |
| -\$500.00 | CO#1 Error Adjustment Correction | | |
| | | | |
| | | | |
| \$18,141.00 | Sub Total | | |
| \$19,550.70 | Including NMGR @ 7.7708% | | |
| Reason for Change Order | | | |
| Incorporate curb returns and valley gutter at the Halo Pines and NMSR 434 intersection in lieu of paving and straight sidewalk planned and designed for other projects. Incorporate rotation of manhole discovered during earthwork to place access outside of new curb. Correct Calc. error in CO#1. | | | |
| Incorporate drive access at station 0+31 Rt. Change drive access at station 4+53.50 Lt. and replace concrete transition with asphalt. | | | |
| Incorporate 20-calendar days to the contract time for Change Proposal. | | | |
| Attachments: (List documents supporting change and justifying cost and time) | | | |
| Change Order Detail Sheet | | | |
| Email correspondence with Engineer and Contractor regarding Owner request for Change Proposal. | | | |
| Change Order Number 3 Drawings | | | |
| Change in Contract Price: | | Change in Contract Times: | |
| Original Contract Price (w/ GRT): | | Original Contract Times: Calendar Days <input checked="" type="checkbox"/> Working Days <input type="checkbox"/> | |
| \$307,233.00 | | Substantial Completion (days): | Ready for Final Payment (days): |
| | | 60 | 75 |
| Increase or Decrease from Previously Approved Change Orders: | | Increase or Decrease from Previously Approved Change Orders: | |
| Increase: | Decrease: | Substantial Completion (days): | Ready for Final Payment (days): |
| \$14,137.37 | -\$3,384.00 | 0 increase | 0 increase |
| Contract Price Prior to this Change Order: | | Contract Times Prior to This Change Order: | |
| \$317,986.37 | | Substantial Completion (days): | Ready for Final Payment (days): |
| | | 60 | 75 |
| Increase or Decrease of this Change Order: | | Increase or Decrease of this Change Order: | |
| Increase: | Decrease: | Substantial Completion (days): | Ready for Final Payment (days): |
| \$20,089.55 | -\$538.86 | 20 | 20 |
| Contract Price with all Approved Change Orders: | | Contract Times with all Approved Change Orders: | |
| \$337,537.07 | | Substantial Completion (days): | Ready for Final Payment (days): |
| | | 80 | 95 |
| RECOMMENDED: DENNIS ENGINEERING COMPANY | | ACCEPTED: Village of Angel Fire | |
| By: | | By: | |
| Date: | | Date: | |
| ACCEPTED: Northern Mountain Constructors, Inc. | | APPROVED BY FUNDING AGENCY: (if applicable) | |
| By: | | By: N/A | |
| Date: | | Date: | |

| Village of Angel Fire- Halo Pines Terrace Improvements | | | | | | Change Order Detail Sheet | | | |
|--|--|------|-------------------|-------------|-----------------|----------------------------|-----------------|--------------|----------------|
| Base Bid Schedule I | | | | | | Change Order No. 3 | | | |
| Item | Description | Unit | Contract Quantity | Unit Price | Extended Amount | Adjusted Contract Quantity | Quantity Change | Cost Change | To-Date Amount |
| 203000 | UNCLASSIFIED EXCAVATION | LS | 1 | \$11,000.00 | \$11,000.00 | | | | \$11,000.00 |
| 207000 | SUBGRADE PREPARATION | SY | 2,000 | \$4.00 | \$8,000.00 | | | | \$8,000.00 |
| 304010 | BASE COURSE 7", IN PLACE | CY | 390 | \$45.00 | \$17,550.00 | | | | \$17,550.00 |
| 408100 | PRIME COAT | TON | 10 | \$1,000.00 | \$10,000.00 | | | | \$10,000.00 |
| 423250 | HOT MIX ASPHALT (HMA) SUPERPAVE, SP-III, INCLUDING BITUMINOUS MATERIAL | SY | 1,930 | \$20.00 | \$38,600.00 | | | | \$38,600.00 |
| 801000 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS | LS | 1 | \$5,000.00 | \$5,000.00 | | | | \$5,000.00 |
| 603000 | TEMPORARY EROSION AND SEDIMENT CONTROL | LS | 1 | \$5,000.00 | \$5,000.00 | | | | \$5,000.00 |
| 604250 | STABILIZATION GEOTEXTILE | SY | 2,250 | \$4.00 | \$9,000.00 | | | | \$9,000.00 |
| 609424 | CONCRETE BARRIER CURB AND GUTTER, TYPE "B" 6" X 24" | LF | 902 | \$30.00 | \$27,060.00 | 860 | -42 | -\$1,260.00 | \$25,800.00 |
| 609706 | CONCRETE LAYDOWN CURB AND GUTTER, TYPE "E" 6" X 24" | LF | 548 | \$30.00 | \$16,440.00 | 570 | 22 | \$660.00 | \$17,100.00 |
| 618000 | TEMPORARY TRAFFIC CONTROL AND MANAGEMENT | LS | 1 | \$17,500.00 | \$17,500.00 | | | | \$17,500.00 |
| 621000 | MOBILIZATION | LS | 1 | \$28,000.00 | \$28,000.00 | | | | \$28,000.00 |
| 682400 | MANHOLE ADJUSTMENT | EA | 2 | \$2,000.00 | \$4,000.00 | 4 | 2 | \$4,000.00 | \$8,000.00 |
| 663855 | ADJUST VALVE BOX TO GRADE | EA | 2 | \$1,500.00 | \$3,000.00 | | | | \$3,000.00 |
| 801000 | CONSTRUCTION STAKING BY CONTRACTOR | LF | 740 | \$25.00 | \$18,500.00 | 773 | 33 | \$825.00 | \$19,325.00 |
| 901000 | CONTRACTORS QUALITY CONTROL CONSTRUCTION TESTING | ALL | 1 | \$16,000.00 | \$16,000.00 | | | | \$16,000.00 |
| CO#1 | CONTRACTOR QUOTE FOR LABOR AND BURDEN COSTS DUE TO NEW WAGE DETERMINATION | EA | 1 | \$2,376.00 | \$2,376.00 | | | | \$2,376.00 |
| CO#3 | CURB RETURNS WITH SIDEWALK | EA | | \$9,374.00 | | 2 | 2 | \$18,748.00 | \$18,748.00 |
| CO#3 | VALLEY GUTTER, 48" WIDE VALLEY GUTTER | LF | | \$110.00 | | 24 | 24 | \$2,640.00 | \$2,640.00 |
| CO#3 | ROTATE EXISTING MANHOLE TOP, AT 3+50 LT. TO PERMIT ACCESS OPENING AWAY FROM NEW CURB | EA | | \$2,500.00 | | 1 | 1 | -\$2,500.00 | \$2,500.00 |
| CO#2 | ERROR ADJUSTMENT CO#2 | EA | | | | 1 | 1 | \$0.00 | \$0.00 |
| Sub-Total: Base Bid Schedule I | | | | | \$237,026.00 | Net Change: \$28,113.00 | | \$265,139.00 | |
| Gross Receipt Tax @ 7.7708% | | | | | \$18,418.82 | | | \$20,603.42 | |
| Total: Base Bid Schedule I | | | | | \$255,444.82 | | | \$285,742.42 | |

| Village of Angel Fire- Halo Pines Terrace Improvements | | | | | | Change Order Detail Sheet | | | |
|--|--|------|-------------------|------------|-----------------|----------------------------|-----------------|--------------|----------------|
| Additive Bid Schedule I: | | | | | | Change Order No. 3 | | | |
| Item | Description | Unit | Contract Quantity | Unit Price | Extended Amount | Adjusted Contract Quantity | Quantity Change | Cost Change | To-Date Amount |
| 207000 | SUBGRADE PREPARATION | SY | 228 | \$4.00 | \$912.00 | 590 | 362 | \$1,448.00 | \$2,360.00 |
| 304010 | BASE COURSE 7", IN PLACE | CY | 72 | \$45.00 | \$3,240.00 | 120 | 48 | \$2,160.00 | \$5,400.00 |
| 423250 | HOT MIX ASPHALT (HMA) SUPERPAVE, SP-III, INCLUDING BITUMINOUS MATERIAL | SY | 250 | \$25.00 | \$6,250.00 | 480 | 230 | \$5,750.00 | \$12,000.00 |
| 608004 | CONCRETE SIDEWALK, 4" | SY | 37 | \$70.00 | \$2,590.00 | 50 | 13 | \$910.00 | \$3,500.00 |
| 608108 | CONCRETE DRIVEPAD, 6" | SY | 488 | \$80.00 | \$39,040.00 | 260 | -228 | -\$18,240.00 | \$20,800.00 |
| 663855 | ADJUST WATER METER TO GRADE | EA | 1 | \$1,500.00 | \$1,500.00 | 0 | -1 | -\$1,500.00 | \$0.00 |
| 901000 | CONTRACTORS QUALITY CONTROL CONSTRUCTION TESTING | ALL | 1 | \$4,000.00 | \$4,000.00 | | | | \$4,000.00 |
| Sub-Total: Additive Bid Schedule I: | | | | | \$57,532.00 | Net Change: -\$9,472.00 | | \$48,060.00 | |
| Gross Receipt Tax @ 7.7708% | | | | | \$4,470.70 | | | \$3,734.85 | |
| Total: Additive Bid Schedule I: | | | | | \$62,002.70 | | | \$51,794.85 | |

| | | | | |
|---|--|--------------|----------------------------------|--------------|
| Net Change this Change Order: \$18,641.00 | | | | |
| Current Contract Amount Subtotal | | \$294,558.00 | Revised Contract Amount Subtotal | \$313,199.00 |
| Gross Receipt Tax @ 7.7708% | | \$22,889.51 | Gross Receipt Tax @ 7.7708% | \$24,338.07 |
| Current Contract Amount Total | | \$317,447.51 | Revised Contract Amount Total | \$337,537.07 |

From: claire@nmconstructors.com
To: [Tappan Mahoney](#)
Cc: "[Sandy Garcia \(Angel Fire\)](#)"; "[Fabian Mascarenas](#)"; "[Richard Cordova](#)"
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter
Date: Wednesday, August 19, 2020 1:05:28 PM

Hi Tappan,

I did go over this with Wayne.

Per Wayne:

We agree to \$9,374/EA for the curb returns, but are coming up with \$48.90/LF for the 24 feet of 4 foot wide valley gutter.

(I believe Wayne calculated this as follows: 10.67 SY increase @ \$110 = \$1,173.70/24 = \$48.90 – he's not here to confirm and I was waiting to ask him about it.)

We would also like to request that 12 days be added to contract time for rain and wet ground days, in addition to the 20 days originally requested for the additional work (total of 32 days).

Thank you!

Claire Moore

Controller/CPA

Northern Mountain Constructors, Inc.

O: 575-758-4395

C: 505-238-4013

PO Box 348

El Prado, NM 87529

From: Tappan Mahoney <Tappan@decnm.com>

Sent: Wednesday, August 19, 2020 12:48 PM

To: claire@nmconstructors.com

Cc: 'Sandy Garcia (Angel Fire)' <sgarcia@angelfirenm.gov>; 'Fabian Mascarenas' <fmascarenas@angelfirenm.gov>; 'Richard Cordova' <rcordova@angelfirenm.gov>

Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Hello Claire,

Did you get a chance to visit with Wayne?

We'll need to get a change order approved before the work is done and the change order needs to go to the Village ASAP for consideration at next week's meeting (their next meeting is in September).

Thank you,

Tappan Mahoney, PE

President/ Chief Engineer

DENNIS ENGINEERING COMPANY

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From: claire@nmconstructors.com <claire@nmconstructors.com>
Sent: Tuesday, August 18, 2020 3:34 PM
To: Tappan Mahoney <Tappan@decnm.com>
Cc: 'Sandy Garcia (Angel Fire)' <sgarcia@angelfiren.m.gov>; 'Fabian Mascarenas' <fmascarenas@angelfiren.m.gov>; 'Richard Cordova' <rcordova@angelfiren.m.gov>
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Let me review this with Wayne tomorrow.

Thank you!

Claire Moore

Controller/CPA

Northern Mountain Constructors, Inc.

O: 575-758-4395

C: 505-238-4013

PO Box 348

El Prado, NM 87529

From: Tappan Mahoney <Tappan@decnm.com>
Sent: Tuesday, August 18, 2020 9:59 AM
To: claire@nmconstructors.com
Cc: 'Sandy Garcia (Angel Fire)' <sgarcia@angelfiren.m.gov>; 'Fabian Mascarenas' <fmascarenas@angelfiren.m.gov>; 'Richard Cordova' <rcordova@angelfiren.m.gov>
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Hello Claire,

Thank you for the proposal.

Curb returns are typically by the each, however your SY quantity corresponds to the plan. Is NMCI agreeable to include the curb returns at \$9,374 each?

Valley gutters are typically by the lineal foot, however the quantity shown is twice the SY for that on the plans. Is NMCI agreeable to include the valley gutter at 24' x \$45.83/ft

Please let us know.

Thank you,

Tappan Mahoney, PE
President/Chief Engineer
DENNIS ENGINEERING COMPANY

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immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

From: claire@nmconstructors.com <claire@nmconstructors.com>
Sent: Monday, August 17, 2020 4:31 PM
To: Tappan Mahoney <Tappan@decnm.com>
Cc: 'Sandy Garcia (Angel Fire)' <sgarcia@angelfiren.m.gov>; 'Fabian Mascarenas' <fmascarenas@angelfiren.m.gov>; 'Richard Cordova' <rcordova@angelfiren.m.gov>
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Hello Tappan,

Per Wayne:

Please accept the following proposed prices for the connection of Halo Pines with SR 434:

| | | |
|---------------|----------------------|-------------|
| Curb Returns | 218 SY @ \$ 86.00/SY | \$18,748.00 |
| Valley Gutter | 20 SY @ \$110.00/SY | \$ 2,200.00 |
| Plus NMGRT. | | |

We also offer to rotate the flat top on the manhole at station 3+50 Lt. for a lump sum price of \$2,500.

We would like to ask for 20 days of contract time to complete the above work, along with the driveway accesses and change from concrete to HMA behind the sidewalks.

Let me know if there is something we have not addressed.

Thank you!

Claire Moore

Controller/CPA

Northern Mountain Constructors, Inc.

O: 575-758-4395

C: 505-238-4013

PO Box 348

El Prado, NM 87529

From: Tappan Mahoney <Tappan@decnm.com>
Sent: Tuesday, August 11, 2020 9:06 PM
To: [claire](mailto:claire@nmconstructors.com) <claire@nmconstructors.com>; C. Wayne Frasier <wayne@nmconstructors.com>
Cc: Sandy Garcia (Angel Fire) <sgarcia@angelfiren.m.gov>; Fabian Mascarenas <fmascarenas@angelfiren.m.gov>; Richard Cordova <rcordova@angelfiren.m.gov>
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Hello Claire and Wayne,

After reviewing the project today, we will also need a price to remove and rotate the flat-top lid 180-degrees to the manhole at station 3+50 Lt. so the lid and adjustment is within the paving and not in the back of the curb.

Thank you,

Tappan Mahoney, PE
President/ Chief Engineer
DENNIS ENGINEERING COMPANY

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From: claire <claire@nmconstructors.com>
Sent: Tuesday, August 11, 2020 6:29 AM
To: Tappan Mahoney <Tappan@decnm.com>; C. Wayne Frasier <wayne@nmconstructors.com>
Cc: Sandy Garcia (Angel Fire) <sgarcia@angelfirenm.gov>; Fabian Mascarenas <fmascarenas@angelfirenm.gov>; Richard Cordova <rcordova@angelfirenm.gov>
Subject: RE: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Hi Tappan, I am on vacation this week but am working with Wayne to get this change order prepared. Thank you, Claire.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Tappan Mahoney <Tappan@decnm.com>
Date: 8/10/20 7:58 AM (GMT-07:00)
To: "Claire Moore (NMCI)" <claire@nmconstructors.com>, "C. Wayne Frasier" <wayne@nmconstructors.com>
Cc: "Sandy Garcia (Angel Fire)" <sgarcia@angelfirenm.gov>, Fabian Mascarenas <fmascarenas@angelfirenm.gov>, Richard Cordova <rcordova@angelfirenm.gov>
Subject: Halo Pines Change Proposal - Curb Returns and Valley Gutter

Good morning NMCI,
Please find attached drawings for the curb returns and valley gutter at the Halo Pines and NMSR 434 intersection. As discussed at the meeting of July 27th, the Owner is requesting a change proposal for this work since there are not unit items in the contract to cover this work. In your change proposal, please account for the costs and time anticipated to complete this work.

If you have any questions, or need any additional information, please let us know.

Thank you in advance for your timely reply to providing this change proposal.

Tappan Mahoney, PE
President/ Chief Engineer

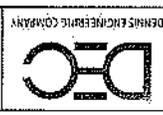


Socorro, NM – 575-835-0604
Albuquerque, NM – 505-281-2880
www.decnm.com

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DESIGN: BE
 DRAWN: J.A. BAC
 CHECKED: J.A.
 DATE: 03/17/09
 REF: 03/17/09 (01)
 REF: 06/07/09 (01)

PROJECT: HALO PINES TERRACE IMPROVEMENTS
 VILLAGE OF ANGEL FIRE



TITLE: SUMMARY OF QUANTITIES



SHEET: 1-4R2

| ITEM | DESCRIPTION | UNIT | FOURWAY | | UTILITY | | CONSTRUCTION SCANS | | PERMANENT SIGNING | | CONSTRUCTION ENGINEERING | | PROJECT TOTAL | |
|-------|--------------------------|------|--------------------|----------------|--------------------|----------------|--------------------|----------------|--------------------|----------------|--------------------------|----------------|--------------------|----------------|
| | | | ESTIMATED QUANTITY | FINAL QUANTITY | ESTIMATED QUANTITY | FINAL QUANTITY | ESTIMATED QUANTITY | FINAL QUANTITY |
| 20000 | UNCLASSIFIED GRANULATION | LS | 1 | | | | | | | | | | | |
| 20700 | SUBGRADE PREPARATION | SY | 800 | | | | | | | | | | | |
| 21070 | PAVEMENT PREPARATION | SY | 200 | | | | | | | | | | | |
| 40100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40500 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40700 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 40900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41500 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41700 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 41900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 42000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 42100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 42200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 42300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 42800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 42900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43500 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 43800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 43900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 44000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 44100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 44200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 44300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 45100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 45200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 45300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 45900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 46600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 46800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 46900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47500 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47700 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 47900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 48000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 48100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 48200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 48300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 48400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 48600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
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| 48900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49100 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49200 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49300 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49400 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49500 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49600 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49700 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49800 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 49900 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |
| 50000 | PAVEMENT SURFACE | SY | 200 | | | | | | | | | | | |

NOTE: * AGENT'S BID QUANTITIES ARE NOT APPROVED.
 * CONTRACTOR TO ADJUST UNCLASSIFIED QUANTITIES TO BE ACCURATE.

WORKS SHOWN ARE FOR INFORMATION ONLY.
 CONTRACTOR TO VERIFY ALL QUANTITIES AND
 CONDITIONS BEFORE BIDDING.
 ALL UNCLASSIFIED QUANTITIES ARE SUBJECT TO
 CHANGE WITHOUT NOTICE.

REVISION

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: August 25, 2020

TO: Mayor / Council

FROM: Fire Department

SUBJECT: Request to remove equipment from inventory

Background/Facts: A Self-Contained Breathing Apparatus is a piece of safety equipment that firefighters wear in any environment or atmosphere that is considered to be toxic or have less than 21.5% oxygen. It is comprised of 2 main pieces; 1) the bottle, which contains pressurized breathing air and 2) the Pack, which is the harness and attachment system, the regulator, the alarm system, gauges, etc... This is a request to remove 10 SCBA Packs from inventory. These pieces of equipment are out of date and have already been removed from service and were replaced in 2018. They will be donated to a company that ships them over-seas to be used by firefighters in the Philippines (the same place we sent our out-of-service bunker gear and helmets)

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: Yes no
Budgeted Item: ___ yes no
Funding Source:

Finance Department Comments and Review:


Finance Directors Signature

2) **Attached Documents:**

3) **Staff's Recommended Motion:** Motion and Second to approve.

4) **Village Manager's Recommendation:**

Approval:  Disapproval: _____ other: _____

Manager's Comments:

Signature:  19 Aug 2020

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: August 25, 2020

TO: Mayor / Village Council and Village Manager

FROM: Parks and Recreation Department

SUBJECT: Staff recommendation to enter into contract with Lawrence A. Ortega & Associates for construction plans and specifications for structural improvements (replacement) of pedestrian bridge on Bobcat Trail.

Background/Facts: The Parks and Recreation Department is requesting that we enter into contract with Lawrence A. Ortega & Associates for construction plans and specifications for structural improvements (replacement) of pedestrian bridge on Bobcat Trail. The trail currently has a high volume of both bikes and hikers, and the bridge is in need of improvements to make it more structurally sound. The bridges were originally constructed back in approximately 2000-2001, and need to be upkept due to their age and use.

Alternatives: Not to repair/improve the bridge.

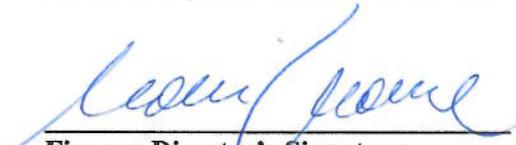
Financial Impact and Review:

Financial Impact: Yes ✓

Budgeted Item: Yes ✓

✓ **Funding Source:** Parks & Rec FY20/21 budget

Finance Department Comments and Review: Currently in FY 20/21 budget


Finance Director's Signature

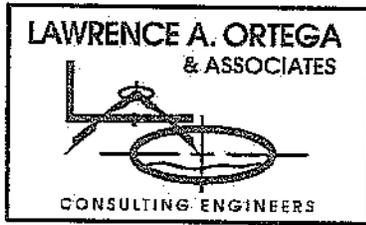
Attached Documents: Contract for Engineering Services

Staff's Recommended Motion: Motion and Second to approve.

Village Manager Recommendation:

Approval:  **Disapproval:** _____ **other:** _____


Village Manager Signature



POST OFFICE BOX 2025 ° TAOS, NEW MEXICO 87571 ° 575 758-7304/FAX 758-7305

Lawrence A. Ortega and Associates

CONTRACT FOR ENGINEERING SERVICES

Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710
Attn: Ms. Shay Tibljas, Parks & Recreation Manager
(stibljas@angelfirenm.gov)

This contract entered into this ___ day of June 2020 by and between Lawrence A. Ortega and Associates, Engineer, and the Village of Angel Fire, NM Owner, for the preparation of construction plans and specification for structural improvements (replacement) of pedestrian bridge on Bobcat walking trail. Plans and specifications shall be for improvements or reconstruction to correct the existing structure problems. As-built documents available to the owner if any shall be provided to the engineer.

Lawrence A. Ortega and Associates will deliver five (5) certified sets of specifications at completion. More sets can be provided upon request at cost.

Our professional services will be compensated on a time and materials basis with an upper limit of \$5,000, unless a contract amendment is issued, plus NMGRT & reimbursables. Our fee includes a site assessment of existing facility.

If the foregoing is acceptable, please sign and return a copy to us as soon as possible.


Lawrence A. Ortega, P.E.
Lawrence A. Ortega & Associates
Consulting Engineers
P.O. Box 2025
Taos, NM 87571
NM PE Engineering License #6866
(575) 758-7304; (575) 770-2950

6/22/20

Date

Village of Angel Fire

Owner

Date