



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 25, 2023 3:00 PM
Agenda

Please silence all electronic devices.

Call to Order

Attendees

Discussion/Agenda Items

1. **Accounts payable report**
2. **Approval of Contract- DHSEM Invitation to Bid # 2023-0101.**
3. **Approval of Contract- Drainage Improvements Invitation to Bid # 2023-0102.**
4. **Resolution 2023-XX Participation in Capital Outlay Program Administered by New Mexico Department of Transportation**
5. **Council Workshops**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 2:00 PM on 25, September 2023. These comments will be distributed to all Councilors for review. ***If you wish to speak during the public comment session,*** the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Manager Report

- A. 10th Anniversary Celebration update**
 - B. City Hall Roof**
 - C. City Hall parking lot**
 - D. Sheriff Department agreement**
- Council General Discussion & Future Agenda Items**

Adjourn

**Please join us from the comfort and safety of your own home by entering the following link: @
<https://www.facebook.com/riocommunities>**

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



Rio Communities, NM

Check Register

Packet: APPKT00952 - AP 9.25.23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK CODE-AP BANK CODE						
VEN04203	Artesia Fire Equipment Inc.	09/21/2023	Regular	0.00	11,515.60	4273
VEN04222	Boundtree Medical	09/21/2023	Regular	0.00	19,517.52	4274
VEN04231	Century Link	09/21/2023	Regular	0.00	77.71	4275
VEN04286	Elizabeth F. Adair	09/21/2023	Regular	0.00	429.72	4276
VEN04311	Garcia & Sons Security	09/21/2023	Regular	0.00	357.44	4277
VEN04518	Santa Fe New Mexican	09/21/2023	Regular	0.00	404.62	4278
VEN04562	TLC Plumbing & Utility Commercial S	09/21/2023	Regular	0.00	14,933.76	4279
VEN04573	Universal Waste Systems, Inc.	09/21/2023	Regular	0.00	1,297.12	4280
VEN04582	Valencia County Fiscal Office	09/21/2023	Regular	0.00	1,469.60	4281
VEN04598	Wells Fargo Financial Leasing	09/21/2023	Regular	0.00	2,497.73	4282
VEN04603	Woodlands Hardware	09/21/2023	Regular	0.00	217.61	4283
VEN04185	Amazon Business	09/21/2023	EFT	0.00	600.99	100662
VEN04776	Andrew J Good	09/21/2023	EFT	0.00	6,271.30	100663
VEN04774	Greg Gallegos	09/21/2023	EFT	0.00	175.50	100664
VEN04696	Griffin & Associates Marketing, Inc.	09/21/2023	EFT	0.00	2,039.31	100665
VEN04726	H&E Equipment	09/21/2023	EFT	0.00	162.09	100666
VEN04620	HDR Engineering, Inc.	09/21/2023	EFT	0.00	53,069.41	100667
VEN04781	Kaylee Dons	09/21/2023	EFT	0.00	175.50	100668
VEN04709	Maloy Mobile Storage Inc.	09/21/2023	EFT	0.00	487.36	100669
VEN04847	Matthew Lewis	09/21/2023	EFT	0.00	175.50	100670
VEN04806	McKesson Medical-Surgical Governn	09/21/2023	EFT	0.00	502.05	100671
VEN04684	Palmetto LLC	09/21/2023	EFT	0.00	1,894.30	100672
VEN04835	PharmaLink, INC.	09/21/2023	EFT	0.00	150.00	100673
VEN04477	Rentokil North America Inc.	09/21/2023	EFT	0.00	453.54	100674
VEN04527	Sharp Electronics Corporation	09/21/2023	EFT	0.00	653.65	100675
VEN04538	Staples Contract & Commercial, LLC.	09/21/2023	EFT	0.00	192.70	100676
VEN04838	Tovuti, Inc.	09/21/2023	EFT	0.00	5,188.00	100677
VEN04663	UniqueFleet, LLC.	09/21/2023	EFT	0.00	5,909.54	100678
VEN04249	Comcast Business	09/26/2023	Bank Draft	0.00	281.27	DFT0000928

Bank Code AP BANK CODE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	11	0.00	52,718.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	281.27
EFT's	31	17	0.00	78,100.74
	53	29	0.00	131,100.44

Fund Summary

Fund	Name	Period	Amount
99000	Pooled Cash Fund	9/2023	131,100.44
			131,100.44

Authorization Signatures

CHECK REGISTER

This check register has been reviewed and verified for accuracy.

First Signor

Date

Second Signor



Rio Communities, NM

Accounts Payable Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 11000 - General Operating Fund				
Department: 1009 - Municipal Court				
Amazon Business	1VGL-GRQ6-D6TJ	09/13/2023	office supplies	290.91
Amazon Business	1VGL-GRQ6-D6TJ	09/13/2023	3 count filing cabinets	310.08
Department 1009 - Municipal Court Total:				600.99
Department: 2002 - General Administration				
Wells Fargo Financial Leasing	5026594076	09/12/2023	CH Server Lease - Contract #8...	2,497.73
Rentokil North America Inc.	51299414	09/13/2023	City Hall - Pest Control	180.58
Santa Fe New Mexican	91661	09/19/2023	Invitation to bid	202.96
Santa Fe New Mexican	91670	09/19/2023	Invitation to bid	201.66
Garcia & Sons Security	0458	09/21/2023	Rekey Doors @ CH & Safe Co...	357.44
Sharp Electronics Corporation	5026710249	09/21/2023	Contract#800493854- MX3071..	276.02
Tovuti, Inc.	IN6625	09/21/2023	Employee Training Software	5,188.00
Department 2002 - General Administration Total:				8,904.39
Department: 2004 - Finance/Budget/Accounting				
Staples Contract & Commercia...	8071573972	09/13/2023	Finance Office Supplies	100.30
Sharp Electronics Corporation	SH586032	09/21/2023	Finance Department Copies	187.21
Department 2004 - Finance/Budget/Accounting Total:				287.51
Department: 2008 - Municipal Clerk				
Elizabeth F. Adair	INV0004372	09/11/2023	66th Annual Conference Farm...	429.72
Staples Contract & Commercia...	8071540695	09/13/2023	various office supplies	92.40
Department 2008 - Municipal Clerk Total:				522.12
Department: 3001 - Law Enforcement				
Sharp Electronics Corporation	SH586033	09/21/2023	Police Dept. Copies	165.17
Department 3001 - Law Enforcement Total:				165.17
Department: 3004 - Animal Control				
Valencia County Fiscal Office	AC2024-11	09/13/2023	Animal Control	1,469.60
Department 3004 - Animal Control Total:				1,469.60
Department: 5101 - Public Works				
Woodlands Hardware	011419/1	09/12/2023	Various Supplies	19.44
Maloy Mobile Storage Inc.	0318448-IN	09/12/2023	40' Storage Container Serial#8...	243.68
Maloy Mobile Storage Inc.	0318531-IN	09/12/2023	40' Storage Container Serial#8...	243.68
H&E Equipment	97571131	09/12/2023	Street Sweeper 1 Week Rental...	162.09
Woodlands Hardware	011459/1	09/13/2023	Various Supplies	8.00
Woodlands Hardware	011476/1	09/13/2023	Various Supplies	47.75
Woodlands Hardware	011441/1	09/21/2023	Various Supplies	36.84
Department 5101 - Public Works Total:				761.48
Fund 11000 - General Operating Fund Total:				12,711.26
Fund: 20200 - Environmental				
Department: 5009 - Environmental				
Universal Waste Systems, Inc.	0002425356	09/13/2023	Clean Up day-Dumpsters	1,297.12
Department 5009 - Environmental Total:				1,297.12
Fund 20200 - Environmental Total:				1,297.12
Fund: 20900 - Fire Protection				
Department: 3002 - Fire Protection				
Woodlands Hardware	0111428/1	09/12/2023	Various Supplies	56.99
Rentokil North America Inc.	51299567	09/12/2023	Fire Dept. - Pest Control	144.04
Rentokil North America Inc.	51299688	09/12/2023	Fire Dept. - Pest Control	128.92
Boundtree Medical	85085980	09/12/2023	AED Defibrillators	10,799.91
Woodlands Hardware	011478.1	09/13/2023	Various Supplies	21.16
UniqueFleet, LLC.	22142	09/13/2023	Preventative Maint on Fire Ve...	578.96

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UniqueFleet, LLC.	22172	09/13/2023	Preventative Maint on Fire Ve...	769.91
UniqueFleet, LLC.	22211	09/13/2023	Preventative Maint on Fire Ve...	4,560.67
Sharp Electronics Corporation	5026594075	09/13/2023	Fire Dept Copier Lease - Cont...	25.25
Century Link	INV0004374	09/13/2023	FD/Substation - Telephone ser...	77.71
Woodlands Hardware	011486/1	09/19/2023	Various Supplies	27.43
McKesson Medical-Surgical G...	20922081	09/19/2023	MED supplies	227.00
McKesson Medical-Surgical G...	21032284	09/19/2023	MED supplies	80.92
McKesson Medical-Surgical G...	21110984	09/19/2023	MED supplies	194.13
TLC Plumbing & Utility Comme..	CH543527-1	09/21/2023	new 4 ton AC	14,933.76
Comcast Business	INV0004373	09/26/2023	Fire Dept. Telecommunications	281.27
Department 3002 - Fire Protection Total:				32,908.03
Fund 29000 - Fire Protection Total:				32,908.03
Fund: 26000 - American Rescue Plan Act				
Department: 2002 - General Administration				
Artesia Fire Equipment Inc.	81203	09/12/2023	DQE-HM6000 DQE Decon in a...	11,515.60
Department 2002 - General Administration Total:				11,515.60
Fund 26000 - American Rescue Plan Act Total:				11,515.60
Fund: 29700 - County EMS GRT				
Department: 2002 - General Administration				
Boundtree Medical	85089270	09/13/2023	Medical Supplies	1,437.30
PharmaLink, INC.	794584	09/19/2023	Expired medication disposal	150.00
Boundtree Medical	85095286	09/20/2023	Medical Supplies	42.81
Boundtree Medical	85096755	09/21/2023	Medical Supplies	37.56
Department 2002 - General Administration Total:				1,667.67
Fund 29700 - County EMS GRT Total:				1,667.67
Fund: 29800 - Wildland Fire				
Department: 2002 - General Administration				
Kaylee Dons	INV0004375	09/21/2023	ABO Springs Fire	175.50
Matthew Lewis	INV0004376	09/21/2023	ABO Springs Fire	175.50
Greg Gallegos	INV0004377	09/21/2023	ABO Springs Fire	175.50
Andrew J Good	INV0004378	09/21/2023	Deployed w/Bernalillo County...	6,271.30
Department 2002 - General Administration Total:				6,797.80
Fund 29800 - Wildland Fire Total:				6,797.80
Fund: 30400 - Road/Street Projects				
Department: 2002 - General Administration				
HDR Engineering, Inc.	1200555178 A	09/13/2023	NM GRT (7.625%)	161.83
HDR Engineering, Inc.	1200555178 A	09/13/2023	Task 1- Project Management	1,309.50
HDR Engineering, Inc.	1200555181	09/13/2023	Task 3 - Preliminary & Final De...	46,720.75
HDR Engineering, Inc.	1200555181	09/13/2023	GRT (7.7500%)	3,562.46
Department 2002 - General Administration Total:				51,754.54
Fund 30400 - Road/Street Projects Total:				51,754.54
Fund: 39900 - Other Capital Projects				
Department: 2002 - General Administration				
Boundtree Medical	85085980	09/12/2023	AED Defibrillators	7,199.94
Griffin & Associates Marketing...	001245	09/13/2023	Independent Contractor Agre...	2,039.31
HDR Engineering, Inc.	1200555153	09/13/2023	On-Call Engineering Services	502.07
HDR Engineering, Inc.	1200555178 B	09/13/2023	Task 4 Bid Phase Services	812.80
Palmetto LLC	16	09/13/2023	Economic Development Consu...	1,894.30
Department 2002 - General Administration Total:				12,448.42
Fund 39900 - Other Capital Projects Total:				12,448.42
Grand Total:				131,100.44

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	12,711.26
20200 - Environmental	1,297.12
20900 - Fire Protection	32,908.03
26000 - American Rescue Plan Act	11,515.60
29700 - County EMS GRT	1,667.67
29800 - Wildland Fire	6,797.80
30400 - Road/Street Projects	51,754.54
39900 - Other Capital Projects	12,448.42
Grand Total:	131,100.44

Account Summary

Account Number	Account Name	Expense Amount
11000-1009-56020	Supplies - General Office	290.91
11000-1009-56040	Supplies-Furniture/Fixtu...	310.08
11000-2002-55030	Contract - Professional S...	180.58
11000-2002-55999	Contract - Other Services	357.44
11000-2002-56010	Software	5,188.00
11000-2002-57090	Printing/Publishing/Adve...	404.62
11000-2002-57130	Rent of Equipment/Mach..	2,773.75
11000-2004-56020	Supplies - General Office	100.30
11000-2004-57090	Printing/Publishing/Adve...	187.21
11000-2008-53030	Travel - Employees	429.72
11000-2008-56020	Supplies - General Office	92.40
11000-3001-57090	Printing/Publishing/Adve...	165.17
11000-3004-55999	Contract - Other Services	1,469.60
11000-5101-55999	Contract - Other Services	487.36
11000-5101-56030	Supplies - Field Supplies	112.03
11000-5101-57130	Rent of Equipment/Mach..	162.09
20200-5009-55999	Contract - Other Services	1,297.12
20900-3002-54040	Maintenance & Repairs - ...	5,909.54
20900-3002-55030	Contract - Professional S...	272.96
20900-3002-56030	Supplies - Field Supplies	105.58
20900-3002-56040	Supplies-Furniture/Fixtu...	25,733.67
20900-3002-56070	Supplies - Medical	502.05
20900-3002-57130	Rent of Equipment/Mach..	25.25
20900-3002-57160	Telecommunications	358.98
26000-2002-58020	Equipment & Machinery	11,515.60
29700-2002-55999	Contract - Other Services	150.00
29700-2002-56070	Supplies - Medical	1,517.67
29800-2002-51050	Salaries - Temporary Pos...	6,797.80
30400-2002-55030	Contract - Professional S...	51,754.54
39900-2002-55030	Contract - Professional S...	5,248.48
39900-2002-56040	Supplies-Furniture/Fixtu...	7,199.94
Grand Total:		131,100.44

Project Account Summary

Project Account Key	Expense Amount
None	79,345.90
2021-040-002-50000	1,471.33
D19427-50000	50,283.21
Grand Total:	131,100.44

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

PURCHASE AGREEMENT CONTRACT

CITY OF RIO COMMUNITIES

Invitation to Bid #2023-0101 DHSEM Projects

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Rio Communities, State of New Mexico, hereinafter referred to as the "City" and **Desert Fox, LLC**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Governing Body.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall deliver products or perform the work outlined on the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered, or work performed only upon receipt of a valid Purchase Order issued by the City that specifically identifies the products or services to be provided by the Contractor.

2. Compensation.

A. The City shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the City. Invoices are to be mailed to: City of Rio Communities Accounts Payable, 360 Rio Communities Blvd. Rio Communities, NM 87002

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall terminate upon acceptance by the City and payment for the specified product(s) or services.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Insurance.

The Contractor agrees to obtain and maintain, at the Contractor's expense, such insurance as will protect the Contractor from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the City and the Contractor from all claims for bodily injury, death, or property damage which may arise from the performance by the Contractor, or by the Contractor employees, for the Contractor's functions and services required under this Agreement. Such insurance shall be in an amount not less than **\$1,000,000.00** for injury to any one person and **\$1,000,000.00** on account of any one accident and in the amount of not less than **\$1,000,000.00** for property damage. The comprehensive liability insurance shall name the City an additional insured with specific endorsements so naming the City for any claims against the City arising from the work performed by the Contractor under this Agreement. The Contractor further agrees to procure and maintain professional liability (errors and omissions, or "E&O") insurance in an amount not less than \$2,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the Contractor shall furnish to the City a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least thirty (30) calendar days prior written notice shall have been given to the City. Contractor shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement. The failure to have valid policies of insurance in full force and effect at any time during the term of this agreements shall constitute a material breach of this agreement.

Employer's liability coverage will be required of the Contractor and any subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the City and authorized to do business in the state of New Mexico, and who are rated A,A- (A.M. Best Ratings) or AA+/- (S&P). Except as provided below, coverage shall be on an occurrence basis. All insurance policies shall contain a waiver of subrogation against the City. All insurance policies shall be primary. Coverage shall be on ISO coverage forms. Deductibles in excess of \$10,000 per claim may only be approved by the City. Coverage shall be as broad as that provided in ISO CG 20 01 04 13. Self-insured retentions must be declared and approved by the City. Automobile coverage shall be ISO Form CA 001 covering Code 1 (any auto) with the limits of **\$2,000,000** per accident for bodily injury a property damage. If an E&O policy is on a claim made basis, then the date of the policy must be shown and must be before the date of the Contract or the beginning of the scope of work under the Contract, be maintained and evidence for such coverage to be provided for at least five (5) years after completion of the work under the Contract. If such coverage is cancelled or not renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Contract, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under the Contract.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities 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 City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

9. Subcontracting.

Not applicable.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. 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 anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City 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 City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

14. Amendment.

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

15. 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.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in City of Rio Communities. 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.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered, or 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 City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Disclaimer and Hold Harmless.

City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities 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, or if caused by the actions of any client of the Contractor 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 legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

23. 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.

24. 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.

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Non-Collusion.

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

28. Survival.

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

29. Succession.

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

30. Force Majeure.

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

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition

precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Governing Body after voting on the Contract at a public meeting or unless it is executed by the City of Rio Communities City Manager, if the amount of the Contract is \$20,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the City.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

This Invitation for Bids and the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any Contract amendment(s), in reverse chronological order; then
2. this Contract itself; then
3. the Invitation for Bids; then
4. the Contractor's Bid Form; then
5. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

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

A. The Contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio

Communities based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:

- i. give the Contractor prompt written notice of any claim;
 - ii. allow the Contractor to control the defense or settlement of the claim; and
 - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide a procuring agency of the City the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

37. Escalation Clause.

Price escalation due to increased cost to the Contractor is not allowed.

38. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

39. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement. Contractor agrees not to disclaim warranties of

fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

40. Inspection.

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

41. Inspection of Plant.

The City may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

42. Late Payment Charges.

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

43. Overcharge Resulting from Antitrust Violations.

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

44. Succession.

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

45. 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 City: Angela R. Valadez, City of Rio Communities Procurement Officer
360 Rio Communities Blvd.
Rio Communities, NM 87002

To the Contractor: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature of all parties.

CONTRACTOR

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

CITY OF RIO COMMUNITIES

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2023.

GOVERNING BODY OF THE CITY OF RIO COMMUNITIES

JOSHUA RAMSELL MAYOR

MARGARET “PEGGY” GUTJAHR
MAYOR PRO-TEM

ARTHUR APODACA
COUNCILOR

LAWRENCE GORDON
COUNCILOR

JIM WINTERS
COUNCILOR

ATTEST BY:

LALENA ARAGON, DEPUTY CLERK

By: _____ Date: _____
City of Rio Communities Procurement Officer

Attachment 1

Scope of Work

The CONTRACTOR shall deliver products and services to a Procuring Agency which issues a valid Purchase Order at prices not to exceed those shown in the Contractor's Bid Form (ITB 2023-0102 Appendix A). Procuring Agencies reserve the right to negotiate lower pricing upon mutual agreement of the parties.

APPENDIX B

BID FORM

DHSEM PROJECTS

TO: Angela R. Valadez 360 Rio Communities
Rio Communities, NM 87002

The undersigned hereby proposes to perform all work for the DHSEM Projects in accordance with the following:

1. Advertisement for Bids dated 09/21/2023

2. All work required for the **DHSEM PROJECTS** described in the Contract Documents shall be done in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

3. The Contract Documents, including Special Provisions, Supplementary Technical Specifications, and modifications as indicated.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid shown in the following bid schedule. (Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.) **Bids shall not include New Mexico gross receipts tax.**

DHSEM PROJECTS BID PROPOSAL BASE BID

BID ITEM	NMDOT ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
BASE BID LOT						
1	201000	CLEARING AND GRUBBING	LS	1	\$ 10,000.00	\$ 10,000.00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	230	\$ 45.00	\$ 10,350.00
3	203100	BORROW	C.Y.	40	\$ 20.00	\$ 800.00
4	207000	SUBGRADE PREPARATION	S.Y.	1,500	\$ 5.00	\$ 7,500.00
5	407000	ASPHALT MATERIAL FOR TACKCOAT	TON	1	\$ 1,500.00	\$ 1,500.00
6	408100	PRIME COAT MATERIAL	TON	3	\$ 1,500.00	\$ 4,500.00
7	414000	COLD MILLING (ASPHALT)	SYIN	600	\$ 6.00	\$ 3,600.00
8	416104	MINOR PAVING TYPE I, HMA SP-IV	TON	400	\$ 165.00	\$ 66,000.00
9	515000	REINFORCED CONCRETE FOR MINOR STRUCTURES	C.Y.	4	\$ 1,500.00	\$ 6,000.00

10	570461	CULVERT PIPE	L.F.	47	\$ 250.00	\$ 11,750.00
11	570465	CULVERT PIPE END SECTION	EACH	1	\$ 900.00	\$ 900.00
12	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 12,000.00	\$ 12,000.00
13	601110	REMOVAL OF SURFACING	S.Y.	1,150	\$ 12.00	\$ 13,800.00
14	602000	RIPRAP CLASS A	C.Y.	17	\$ 500.00	\$ 8,500.00
15	602060	RIPRAP CLASS G	S.Y.	17	\$ 250.00	\$ 4,250.00
16	609424	CONCRETE VERTICAL CURB AND GUTTER 6" X 24"	L.F.	112	\$ 80.00	\$ 8,960.00
17	613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	1	\$ 6,500.00	\$ 6,500.00
18	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00
19	618011	PUBLIC AWARENESS	LS	1	\$ 1,500.00	\$ 1,500.00
20	621000	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00
21	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	\$ 15,000.00	\$ 15,000.00
22	802000	POST CONSTRUCTION PLANS	LS	1	\$ 3,000.00	\$ 3,000.00

Write out Base Bid Amount:

Two hundred thirty one thousand one hundred ten dollars

a) Base Bid Subtotal of Bid Items No. 1 through 22 \$ 231,110

b) Allowances: \$10,000

\$ 10,000.00

Total Allowances: \$ 10,000.00

c) Subtotal Base Bid subtotal plus Allowances: \$ 241,110

d) New Mexico Gross Receipts Tax (NMGR)

on amount online c) Subtotal at 8.3000%:

\$ 20,012.13

e) BASE BID TOTAL Line c) Subtotal plus Line d) NMGR: \$ 261,122.13

Two hundred sixty one thousand one hundred twenty two dollars and 13/100 Dollars (Total amount written in words)

**DHSEM PROJECTS BID PROPOSAL
NON-PARTICIPATING BID**

BID ITEM	NMDOT ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
BASE BID LOT						
1	662400	MANHOLE ADJUSTMENT	EACH	1	\$ 2,000.00	\$ 2,000.00
2	663850	WATER VALVE ADJUSTMENT	EACH	1	\$ 10,000.00	\$ 1,000.00

Write out Base Bid Amount:

Three thousand dollars

a) Non-Participating Bid Subtotal of Bid Items No. 1 through 2 \$ 3,000

b) Allowances:

\$ 0.00

Total Allowances:

\$ 0.00

c) Subtotal Base Bid subtotal plus Allowances:

\$ 3,000

d) New Mexico Gross Receipts Tax (NMGR)

on amount online c) Subtotal at 8.3000%:

\$ 249

e) BASE BID TOTAL Line c) Subtotal plus Line d) NMGR: \$ 3,249.00

Three thousand two hundred forty nine

Dollars (Total amount written in words)

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principals are named herein; that no other persons or firms have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, 60 calendar days

The Contractor agrees that should he fail to complete the project in he agrees to pay as liquidated damages the amount of three hundred dollars (\$300.00) per calendar day for each day exceeding the contract substantial completion date, representing monetary damage and risk to property or life. The Contractor further agrees that any extensions in the contract time shall apply only to the date of completion for the entire contract.

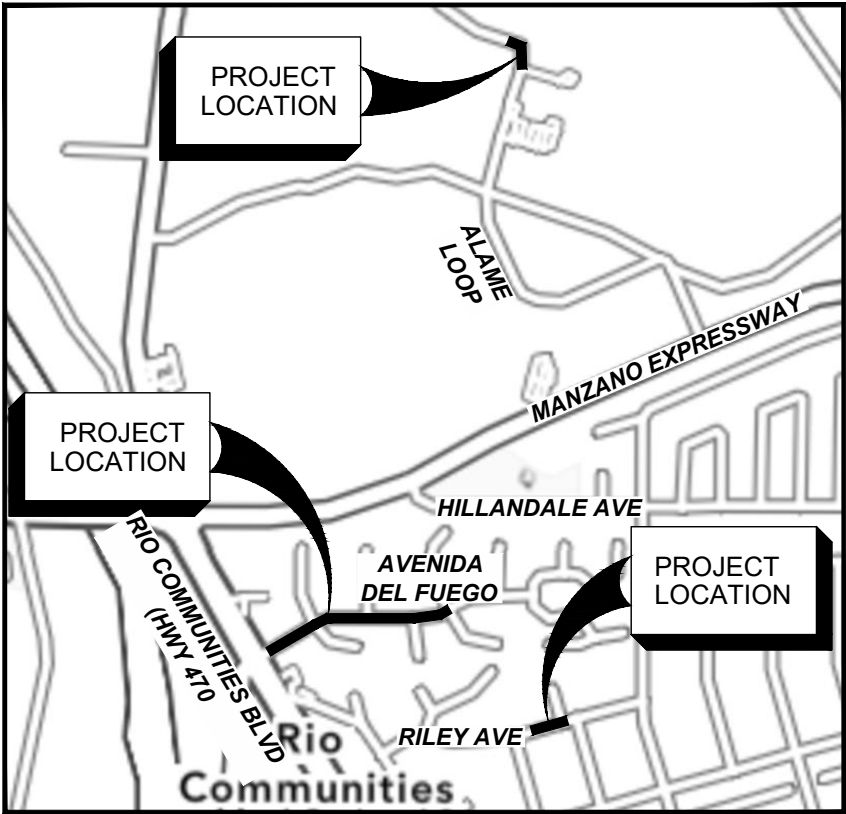
CITY OF RIO COMMUNITIES DHSEM PROJECTS



VALENCIA COUNTY, NEW MEXICO
CITY PROJECT NO. 2021-040-002

INDEX OF SHEETS		
SHEET NUMBER	DESCRIPTION	REV. DATE
SECTION-1		
1 - 1	COVER, SHEET INDEX AND VICINITY MAP	
1 - 2	SUMMARY OF QUANTITIES	
1 - 3	GENERAL NOTES	
SUBTOTAL: 3		
SECTION-2		
2 - 1	EXISTING TYPICAL SECTIONS	
2 - 2	PROPOSED TYPICAL SECTIONS	
2 - 3	SURFACING SCHEDULE	
2 - 4	MISCELLANEOUS QUANTITIES & ESTIMATED STRUCTURE QUANTITIES	
SUBTOTAL: 4		
SECTION-3		
3 - 1 TO 3 - 3	HORIZONTAL LAYOUT PLAN	
3 - 4	SURVEY CONTROL MAP	
SUBTOTAL: 4		
SECTION-4		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-5		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-6		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-7		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-8		
	NO SHEETS	
SUBTOTAL: 0		

INDEX OF SHEETS		
SHEET NUMBER	DESCRIPTION	REV. DATE
SECTION-9		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-10		
10 - 1 TO 10 - 7	PERMANENT DRAINAGE PLAN	
10 - 8	STORM DRAIN SPILLWAY PLAN AND PROFILE	
SUBTOTAL: 8		
SECTION-11		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-12		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-13		
	NO SHEETS	
SUBTOTAL: 0		
SECTION-14		
	NO SHEETS	
SUBTOTAL: 0		
TOTAL: 19		



VICINITY MAP



CALL NM ONE-CALL
SYSTEM SEVEN (7) DAYS
PRIOR TO ANY EXCAVATION



2155 LOUISIANA BLVD NE,
SUITE 3000
ALBUQUERQUE, NM 87110
(505) 830-5400



AUG 28, 2023

SUMMARY OF QUANTITIES										
NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ROADWAY		CONSTRUCTION ENGINEERING		DRAINAGE		PROJECT TOTAL	
			ESTIMATE	FINAL	ESTIMATE	FINAL	ESTIMATE	FINAL	ESTIMATE	FINAL
201000	CLEARING AND GRUBBING	LS	LS						LS	
203000	UNCLASSIFIED EXCAVATION	C.Y.	230						230	
203100	BORROW	C.Y.	40						40	
207000	SUBGRADE PREPARATION	S.Y.	1,500						1,500	
407000	ASPHALT MATERIAL FOR TACK COAT	TON	1						1	
408100	PRIME COAT MATERIAL	TON	3						3	
414000	COLD MILLING (ASPHALT)	SYIN	600						600	
416104	MINOR PAVING TYPE I, HMA SP-IV	TON	400						400	
515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.					4		4	
570461	36" STORM DRAIN CULVERT PIPE	L.F.					47		47	
570465	36" STORM DRAIN CULVERT PIPE END SECTION	EACH					1		1	
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	LS						LS	
601110	REMOVAL OF SURFACING	S.Y.	1,150						1,150	
602000	RIPRAP CLASS A	C.Y.					17		17	
602060	RIPRAP CLASS G	S.Y.					17		17	
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	112						112	
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	LS	LS						LS	
618000	TRAFFIC CONTROL MANAGEMENT	LS			LS				LS	
618011	PUBLIC AWARENESS	LS			LS				LS	
621000	MOBILIZATION	LS	LS						LS	
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS			LS				LS	
802000	POST CONSTRUCTION PLANS	LS			LS				LS	

SUMMARY OF QUANTITIES - NON PARTICIPATING						
NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ROADWAY		PROJECT TOTAL	
			ESTIMATE	FINAL	ESTIMATE	FINAL
662400	MANHOLE ADJUSTMENT	EACH	1		1	
663850	WATER VALVE ADJUSTMENT	EACH	1		1	

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY

CITY OF RIO COMMUNITIES

CN 2021-040-002
DHSEM PROJECTS
SUMMARY OF QUANTITIES



GENERAL NOTES

1.

SPECIFICATIONS : ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED UNDER CONTRACT, EXCEPT AS OTHERWISE STATED OR PROVIDED FOR HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION.
2.

GENERAL : THE CONTRACTOR SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, RULES AND REGULATIONS WHICH APPLY TO THE CONSTRUCTION OF THESE IMPROVEMENTS.
3.

RESIDENCE ACCESS : THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF AND SCHEDULE ACCESS CLOSURES AT LEAST 24 HOURS IN ADVANCE, WITH PROPERTY OWNERS AND THE CITY MANAGER. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT.
4.

CONSTRUCTION SCHEDULE : TEN (10) WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE CITY OF RIO COMMUNITIES (CITY) A DETAILED CONSTRUCTION SCHEDULE.
5.

THE CONTRACTOR SHALL NOT BEGIN WORK BEFORE 7:00 A.M. NOR CONTINUE WORK AFTER 6:00 P.M. WITHOUT THE APPROVAL OF THE CITY MANAGER.
6.

NM ONE-CALL: TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT THE NEW MEXICO ONE CALL SYSTEM (505-260-1990) FOR LOCATION OF EXISTING UTILITIES.
7.

PERMITS : THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FOR THE PROJECT PRIOR TO COMMENCING CONSTRUCTION.
8.

OVERNIGHT PARKING : OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT SHALL NOT OBSTRUCT DRIVEWAYS OR DESIGNATED TRAFFIC LANES. THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY.
9.

SURVEY MONUMENTS : THE CONTRACTOR SHALL NOTIFY THE CITY NOT LESS THAN SEVEN (7) DAYS PRIOR TO STARTING WORK IN ORDER THAT THE CITY MAY TAKE NECESSARY MEASURES TO ENSURE THE PRESERVATION OF SURVEY MONUMENTS. CONTRACTOR SHALL NOT DISTURB PERMANENT SURVEY MONUMENTS WITHOUT THE CONSENT OF THE CITY AND SHALL NOTIFY THE CITY AND BEAR THE EXPENSE OF REPLACING ANY THAT MAY BE DISTURBED WITHOUT PERMISSION. WHEN A CHANGE IS MADE IN THE FINISHED ELEVATION OF THE PAVEMENT OF ANY ROADWAY IN WHICH A PERMANENT SURVEY MONUMENT IS LOCATED, CONTRACTOR SHALL, AT HIS OWN EXPENSE, ADJUST THE MONUMENT COVER TO THE NEW GRADE UNLESS OTHERWISE SPECIFIED.
10.

CONSTRUCTION LIMITS : CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE PUBLIC RIGHT-OF-WAY AND/OR PROJECT LIMITS. ANY DAMAGE TO ADJACENT PROPERTIES RESULTING FROM THE CONSTRUCTION PROCESS IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY COSTS INCURRED FOR REPAIRS SHALL BE AT THE COST OF THE CONTRACTOR.
11.

BUILDING DAMAGE : IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT BUILDING STRUCTURES ADJACENT TO THE PROJECT NOT BE DAMAGED DUE TO ANY CONSTRUCTION ACTIVITIES. DAMAGE CAUSED TO ANY BUILDING STRUCTURE WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING ALL COSTS INCURRED IN RESTORING/REPAIRING SAID DAMAGE.
12.

AS-BUILTS : THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO THE REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. THE FINAL AS-BUILT PLANS SHALL BE SUBMITTED AND ACCEPTED BY THE PROJECT ENGINEER PRIOR TO FINAL PAYMENT. AS-BUILT PLANS SHALL BE INCIDENTAL TO ITEM NO. 802000 POST CONSTRUCTION PLANS.
13.

GRAFFITI : THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE AND SHALL PROMPTLY REMOVE ANY AND ALL GRAFFITI FROM ALL EQUIPMENT, FACILITIES, APPURTENANCES, AND ANY AND ALL BARRICADING AND SIGNAGE ASSOCIATED WITH THE PROJECT WHETHER PERMANENT OR TEMPORARY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT.
14.

CONSTRUCTION SIGNAGE : THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNAGE UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY OF RIO COMMUNITIES.
15.

NON-VIBRATORY ROLLER : THE CONTRACTOR SHALL BE RESTRICTED TO THE USE OF A 35 TON MAXIMUM NON-VIBRATORY ROLLER TO OBTAIN THE REQUIRED COMPACTION IN PAVEMENT STRUCTURE, ROADWAY BACKFILL, EMBANKMENT, AND SUBGRADES IN RESIDENTIAL AREAS WHERE THE USE OF HEAVIER EQUIPMENT COULD DAMAGE UNDERGROUND UTILITIES OR OTHER PERMANENT STRUCTURES.
16.

EXISTING TIE-IN : ALL NEW STREET PAVING, CURB AND GUTTER, SIDEWALKS OR DRIVEPADS SHALL MATCH THE ELEVATIONS OF ABUTTING EXISTING AREAS AS SHOWN IN THE PLANS OR AS DIRECTED BY THE PROJECT MANAGER.

17.

DAMAGE REPAIR : THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO EXISTING PAVEMENTS, PAVEMENT MARKINGS, CURB & GUTTER, DRIVE PADS, CURB RAMPS, SIGNAGE, AND SIDEWALK DURING CONSTRUCTION, APART FROM THOSE SECTIONS INDICATED FOR REMOVAL ON THE PLANS AND SHALL REPAIR OR REPLACE PER NMDOT STANDARDS, AT THEIR OWN EXPENSE.
18.

OSHA REQUIREMENTS : ALL EXCAVATION, TRENCHING, AND SHORING ACTIVITIES MUST BE CARRIED-OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.652.
19.

MATCHING EXISTING GRADES : WHERE A PROFILE GRADE IS NOT PROVIDED IN THE PLANS, STREET CENTERLINE GRADES SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING CENTERLINE GRADES. CROSS SECTION THE EXISTING ROAD PRIOR TO CONSTRUCTION AS NEEDED TO MATCH EXISTING (50' MIN). MINOR ADJUSTMENTS TO THE STREET GRADES MAY BE NECESSARY AND WILL BE DIRECTED BY THE PROJECT ENGINEER. MINOR ADJUSTMENTS TO THE STREET GRADES WILL BE CONSIDERED INCIDENTAL TO THE PAVING BID ITEMS. SMOOTH TRANSITIONS SHALL BE MADE BETWEEN EXISTING PAVEMENT WHICH REMAINS IN PLACE AND PAVEMENT WHICH IS BEING REPLACED. TRAFFIC CONTROL DEVICES INCLUDING PAVEMENT MARKINGS MUST BE RESTORED TO THE SAME OR BETTER CONDITION AS BEFORE CONSTRUCTION. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 416104 MINOR PAVING TYPE I, HMA SP-IV.
20.

HUMAN REMAINS : IF HUMAN REMAINS ARE ENCOUNTERED, THE CONTRACTOR SHALL CEASE ALL WORK, AND NOTIFY THE CITY OF RIO COMMUNITIES FOR FURTHER INSTRUCTIONS.
21.

DROP-OFF POLICY : IF A PAVEMENT DROP-OFF IS CREATED DURING CONSTRUCTION, THE CONTRACTOR SHALL INITIATE PROTECTIVE ACTION TO MAINTAIN A SMOOTH TRANSITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
22.

PUBLIC INFORMATION : COORDINATION WITH THE CITY PUBLIC INFORMATION OFFICE (PIO), WHO WILL ADVISE THE PUBLIC OF CONSTRUCTION FOR THE DURATION OF THE PROJECT. ANY IMPACT TO THE ACCESS OF BUSINESSES SHALL BE COORDINATED SEVEN (7) DAYS IN ADVANCE WITH THE CITY AND BUSINESSES.
23.

UTILITY REPAIR : THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AND APPROVED BY THE CITY.
24.

ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS AND OTHER UTILITY LINES, CABLES AND APPURTENANCES ENCOUNTERED DURING CONSTRUCTION THAT REQUIRE RELOCATION, SHALL BE COORDINATED WITH THAT UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY ADJUSTMENTS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DELAYS OR INCONVENIENCES CAUSED BY UTILITY COMPANY WORK CREWS. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE THEIR ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.
25.

DISPOSAL SITE FOR ALL EXCESS EXCAVATION MATERIAL, AND UNSUITABLE MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND APPROVED BY THE CITY. ALL COSTS INCURRED IN OBTAINING A DISPOSAL SITE AND HAUL THERETO SHALL BE CONSIDERED INCIDENTAL TO ITEM NO. 203000 UNCLASSIFIED EXCAVATION, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
26.

THE CONTRACTOR SHALL COORDINATE WITH THE CITY PRIOR TO BEGINNING ANY CONSTRUCTION WORK ON OR ADJACENT TO EXISTING STREETS.
27.

ALL BARRICADES AND CONSTRUCTION SIGNING SHALL CONFORM TO APPLICABLE SECTIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
28.

THE CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION BARRICADES AND SIGNING AT ALL TIMES. THE CONTRACTOR SHALL VERIFY THE PROPER LOCATION OF ALL BARRICADING AT THE END AND BEGINNING OF EACH DAY.
29.

ALL SAWCUT PAVEMENT SHALL HAVE A UNIFORM EDGE AND BE SPRAYED WITH TACK COAT. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 416104 MINOR PAVING TYPE I, HMA SP-IV.
30.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR IMMEDIATELY SO THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
31.

IF THE CONTRACTOR IS NOT ALLOWED TO WORK AT NIGHT DUE TO THE CITY'S NOISE ORDINANCE, THE CONTRACTOR SHALL OPEN ALL TRAFFIC LANES TO TRAFFIC WITH PROPER USE OF TRENCH PLATES DURING NON-WORKING HOURS, UNLESS PERMITTED BY CONSTRUCTION PROJECT MANAGER.
32.

THE CONTRACTOR SHALL RECORD DATA ON ALL UTILITY LINES AND ACCESSORIES AS REQUIRED BY THE CITY FOR THE PREPARATION OF "AS-BUILT" DRAWINGS. CONTRACTOR SHALL NOT COVER UTILITY LINES AND ACCESSORIES UNTIL ALL DATA HAS BEEN RECORDED.

33.

SALVAGEABLE MATERIALS : SALVAGEABLE MATERIALS FROM THIS PROJECT ARE TO BE HAULED AND STOCKPILED AT THE CITY PROPERTY INDICATED BY THE CITY MANAGER. HAUL OF SUCH MATERIAL SHALL BE PERFORMED DURING NORMAL WORKING HOURS AS DIRECTED BY THE PROJECT MANAGER. PAYMENT FOR THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 201000 CLEARING AND GRUBBING.
34.

ADJACENT LANDSCAPING TO BE PROTECTED BY THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE. CONTRACTOR SHALL TAKE VIDEO AND PHOTOS OF ALL EXISTING LANDSCAPING. DAMAGE TO EXISTING LANDSCAPING SHALL BE REPLACED IN KIND BY CONTRACTOR WITH NO SEPARATE PAYMENT.
35.

IF EXISTING FIBER OPTIC OR ANY OTHER EXISTING CITY TRAFFIC INFRASTRUCTURE IS DAMAGED AS PART OF THIS PROJECT WORK, THE CONTRACTOR SHALL REPAIR IT OR REPLACE IT PER CITY TRAFFIC REQUIREMENTS. DAMAGED FIBER OPTIC CABLE SHALL BE REPLACED FROM EXISTING FULL SPLICE TO EXISTING FULL SPLICE; NO INTERMEDIATE SPLICE WILL BE ALLOWED. THIS WORK SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR AND NO ADDITIONAL PAYMENT WILL BE MADE.
36.

AT ALL PAVEMENT REMOVAL AND REPLACEMENTS, SAW-CUT EDGES SHALL BE STRAIGHT AND CLEAN, AND LONGITUDINAL JOINTS SHALL NOT BE PLACED WITHIN WHEEL PATHS. PATCHES SHALL BE REGULAR AND SQUARE OR RECTANGULAR, WITH FOUR STRAIGHT SIDES. FINISHED PAVEMENT SURFACE SHALL BE FLUSH WITH EXISTING PAVEMENT SURFACE, WITH NO SPILLOVER OF ASPHALT OR TACK COAT. CARE MUST BE TAKEN TO AVOID DAMAGING THE INTEGRITY OR APPEARANCE OF SURROUNDING PAVEMENTS; IF DAMAGED, THE ENTIRE SURFACE PATCH MUST BE EXPANDED TO COVER DAMAGES AT THE CONTRACTOR'S EXPENSE.
37.

THE CONTRACTOR SHALL DESIGNATE AT LEAST ONE EMERGENCY CONTACT PERSON, AND SHALL PROVIDE TELEPHONE NUMBERS WHERE THIS PERSON CAN BE CONTACTED AT ANY TIME. THIS INFORMATION SHALL BE PROVIDED TO THE CITY'S PROJECT MANAGER.
38.

THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHOWING ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR EACH PHASE OF WORK. THE PLAN SHALL SHOW EACH INDIVIDUAL PHASE OF THE PROJECT WITH A SCHEDULE AND MAP SHOWING PLACEMENT AND DESCRIPTION OF EACH TEMPORARY TRAFFIC CONTROL DEVICE. THE "TRAFFIC CONTROL PLAN" SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT.



CITY OF RIO COMMUNITIES

				BY
				DATE
4	3	2	1	NO.

CN 2021-040-002
DHSEM PROJECTS
GENERAL NOTES

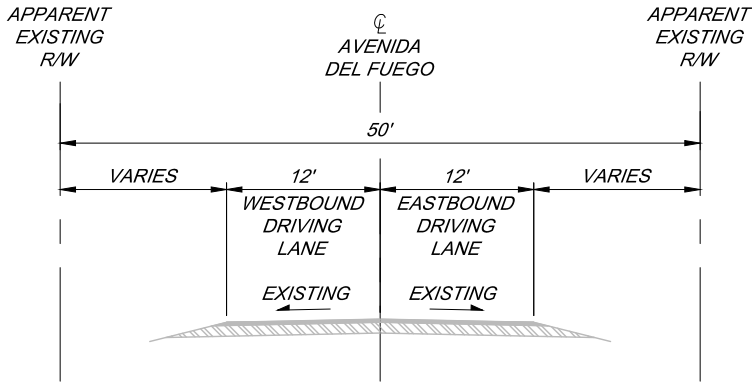




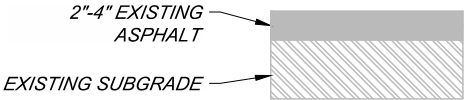
CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

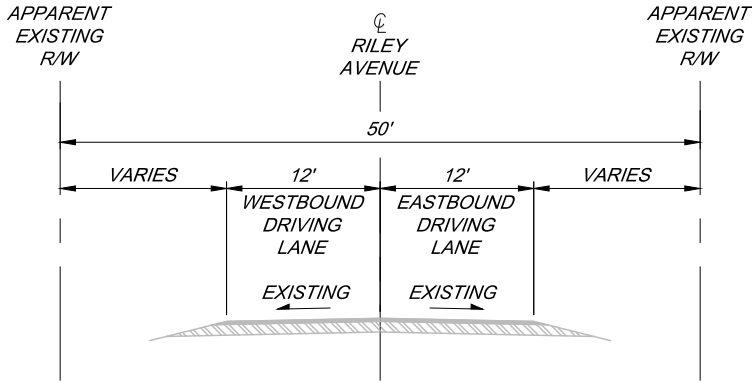
RIO COMMUNITIES
DHSEM PROJECTS
EXISTING TYPICAL SECTIONS



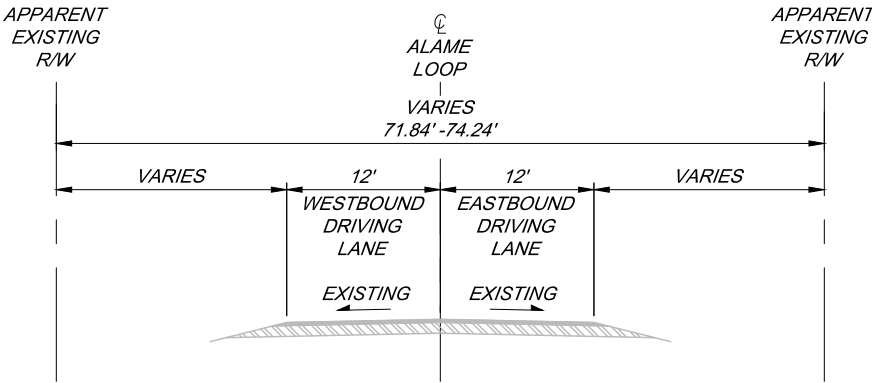
EXISTING TYPICAL SECTION 1 - AVENIDA DEL FUEGO
STA. 10+49.56 TO STA. 23+88.72



EXISTING PAVEMENT SECTION



EXISTING TYPICAL SECTION 2 - RILEY AVENUE
STA. 50+54.59 TO STA. 52+23.60



EXISTING TYPICAL SECTION 3 - ALAME LOOP
STA. 100+32.35 TO STA. 101+41.35

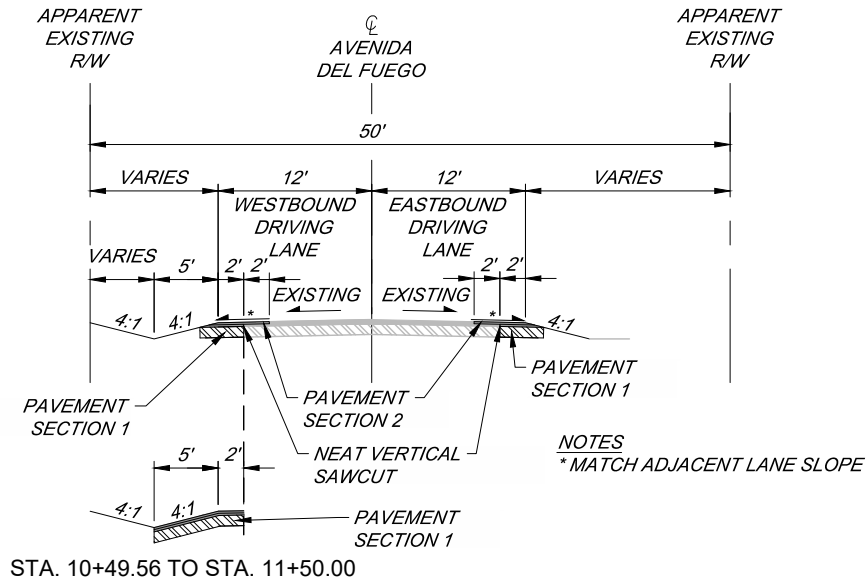




CITY OF RIO COMMUNITIES

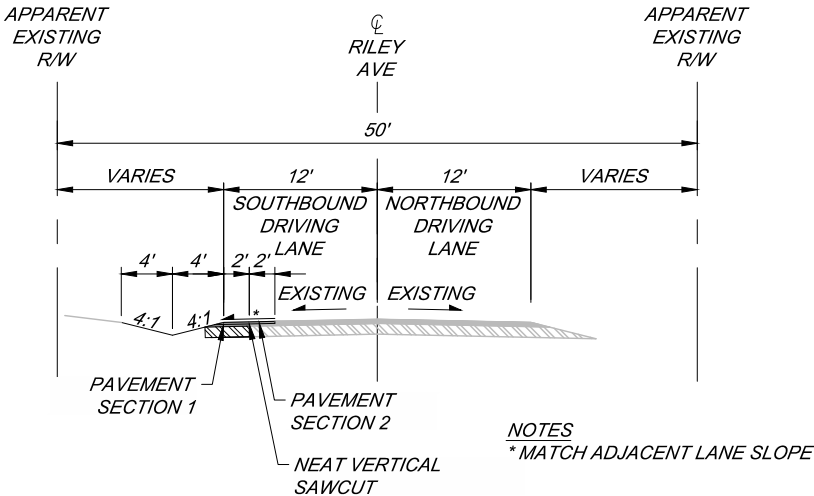
NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

RIO COMMUNITIES
DHSEM PROJECTS
PROPOSED TYPICAL SECTIONS



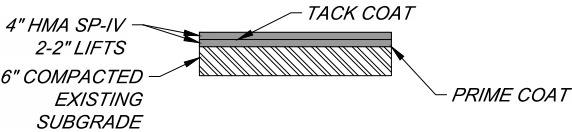
PROPOSED TYPICAL SECTION 1 - AVENIDA DEL FUEGO
STA. 10+49.56 TO STA. 14+82.27

TRANSITION
STA. 14+82.27 TO STA. 15+41.27 (LA LUNA PLACE)

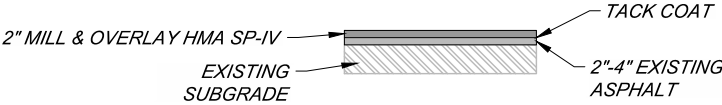


PROPOSED TYPICAL SECTION 3 - RILEY AVENUE
STA. 50+54.59 TO STA. 51+34.59

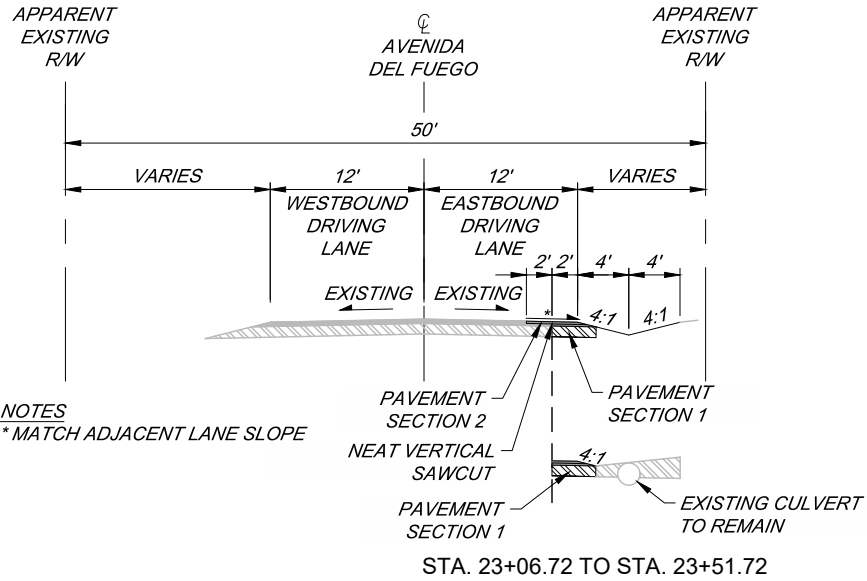
TRANSITION
STA. 51+34.59 TO STA. 52+23.60 (RILEY PLACE DRIVEWAY)



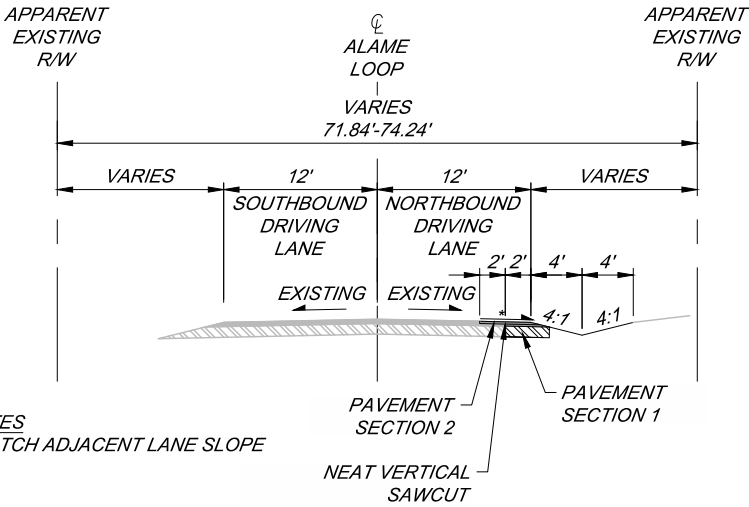
PROPOSED PAVEMENT SECTION 1



PROPOSED PAVEMENT SECTION 2



PROPOSED TYPICAL SECTION 2 - AVENIDA DEL FUEGO
STA. 22+83.72 TO STA. 23+83.72



PROPOSED TYPICAL SECTION 4 - ALAME LOOP
STA. 100+32.35 TO STA. 101+41.35



DATE: 28 Aug 2023 - 4:27 pm USER: ANGONZALEZ

CITY OF RIO COMMUNITIES

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY



CITY OF RIO COMMUNITIES

CONSTRUCTION ENGINEERING & LUMP SUM ITEMS		
NMDOT ITEM NO.	DESCRIPTION	UNITS
201000	CLEARING AND GRUBBING	LS
618000	TRAFFIC CONTROL MANAGEMENT	LS
618011	PUBLIC AWARENESS	LS
621000	MOBILIZATION	LS
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS
802000	POST CONSTRUCTION PLANS	LS

4			
3			
2			
1			
NO	DESCRIPTION	DATE	BY

CN 2021-040-002
DHSEM PROJECTS
MISCELLANEOUS QUANTITIES & ESTIMATED
STRUCTURE QUANTITIES



GENERAL NOTES

- 1. SEE SHEET 3-4 FOR SURVEY CONTROL MAP.



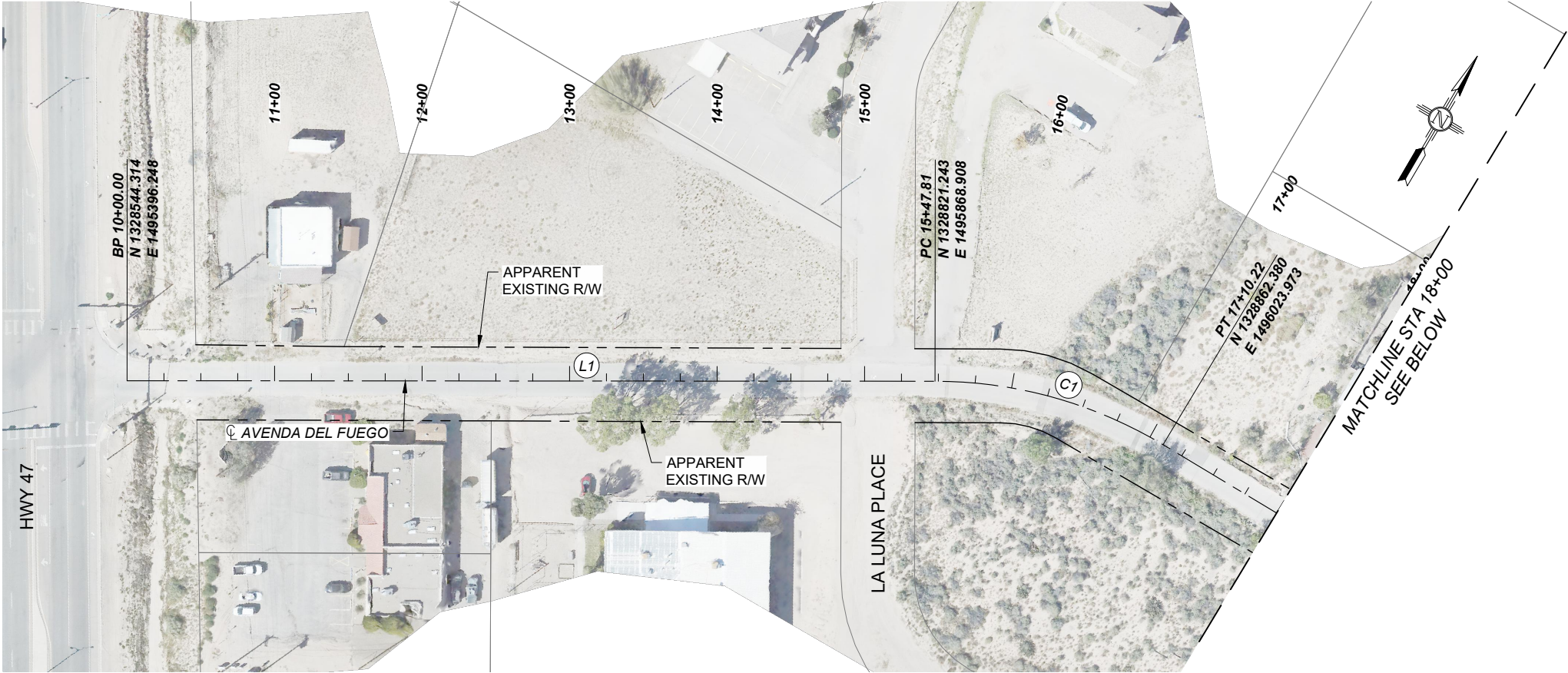
CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			
NO.			

RIO COMMUNITIES
DHSEM PROJECTS
HORIZONTAL LAYOUT PLAN



AUG 28, 2023



AVENIDA DEL FUEGO

SCALE: 1"=100'



AVENIDA DEL FUEGO

SCALE: 1"=100'

AVENIDA DEL FUEGO GEOMETRY TABLE					
NUMBER	LENGTH	BEARING	TANGENT	Δ DELTA	RADIUS
L1	547.81'	N59°38'02.88"E			
C1	162.40'		83.25'	31°01'01.12"	300.00'
L2	714.78'	S89°20'56.00"E			

GENERAL NOTES

1. SEE SHEET 3-4 FOR SURVEY CONTROL MAP.



CITY OF RIO COMMUNITIES

4									
3									
2									
1									
NO.									

DESCRIPTION

DATE

BY

RIO COMMUNITIES
DHSEM PROJECTS
HORIZONTAL LAYOUT PLAN



RILEY AVE

RILEY PLACE

RILEY AVE

SCALE: 1"=30'

_ALIGNMENT GEOMETRY TABLE					
NUMBER	LENGTH	BEARING	TANGENT	Δ DELTA	RADIUS
L7	250.00'	N74°35'20.57"E			

GENERAL NOTES

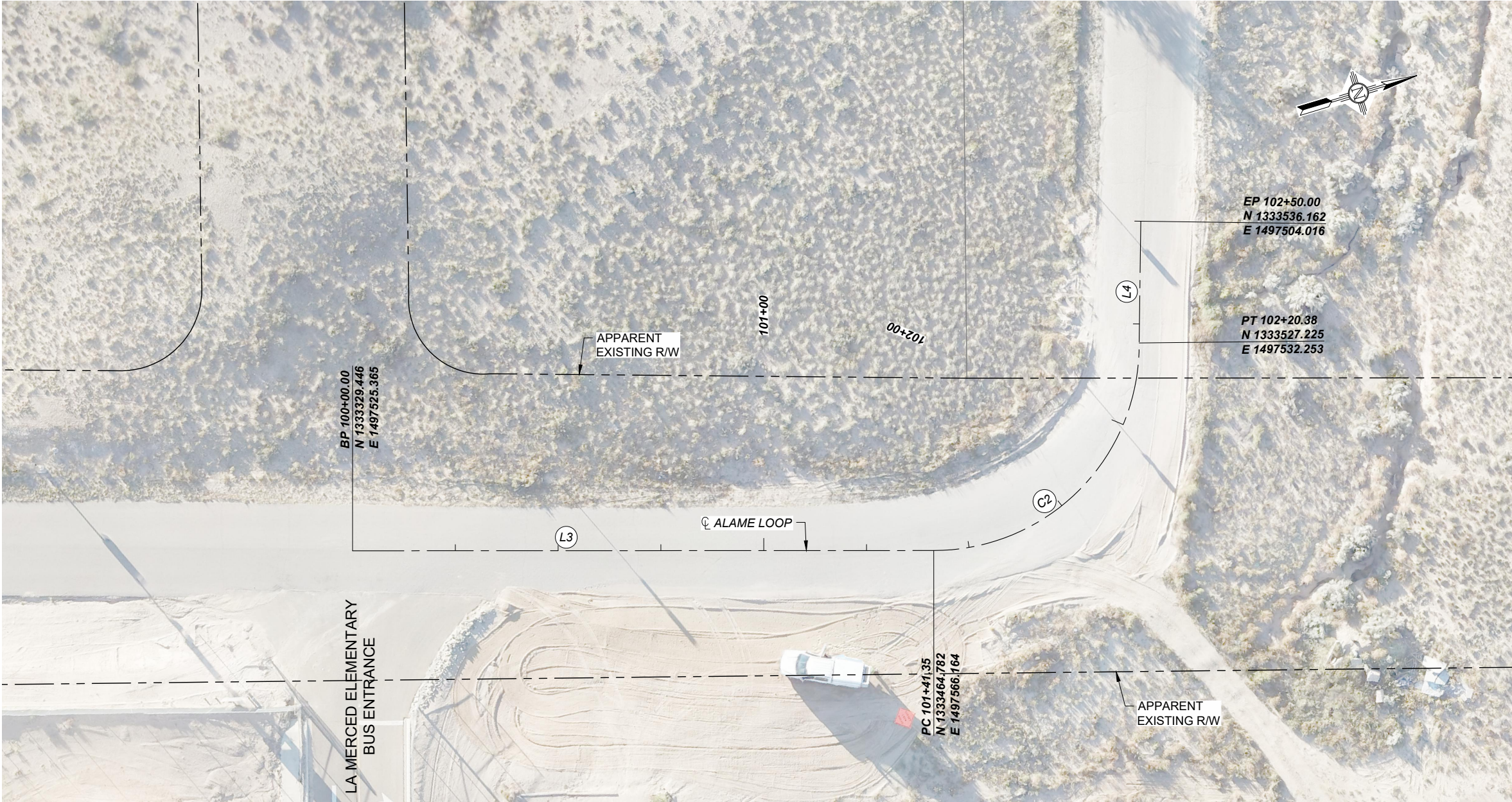
1. SEE SHEET 3-4 FOR SURVEY CONTROL MAP.



CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

RIO COMMUNITIES
DHSEM PROJECTS
HORIZONTAL LAYOUT PLAN



ALAME LOOP

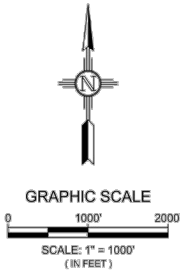
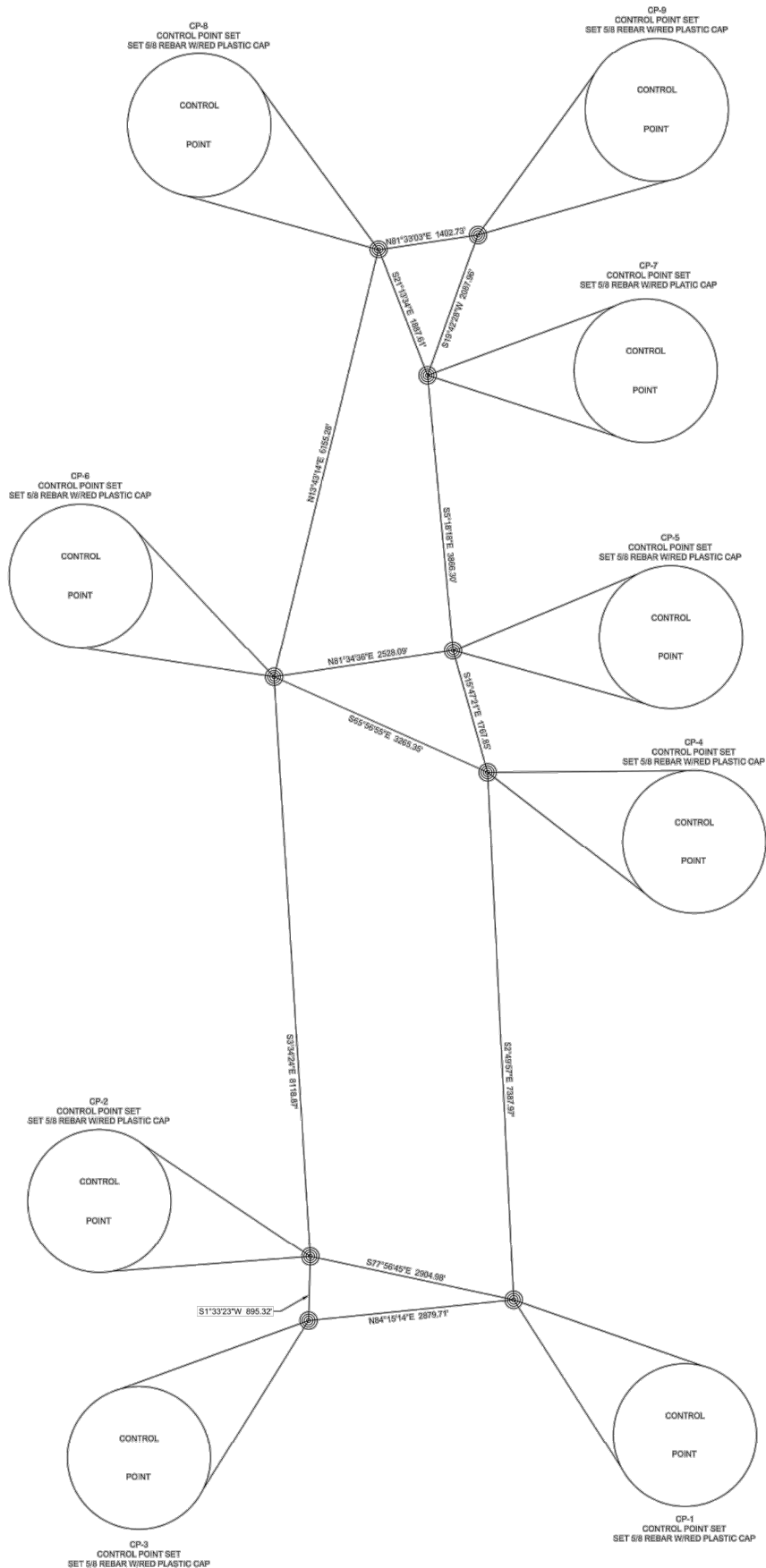
SCALE: 1"=30'

ALAME LOOP GEOMETRY TABLE					
NUMBER	LENGTH	BEARING	TANGENT	Δ DELTA	RADIUS
L3	141.35'	N16°46'34.23"E			
C2	79.03'		50.49'	90°33'44.63"	50.00'
L4	29.62'	N72°26'15.86"W			



GENERAL NOTES:

1. ALL SURVEY CONTROL POINTS WERE SET BY THE COLLIER'S ENGINEERING & DESIGN SURVEY UNIT IN OCTOBER 2022.
2. THE STATE PLANE COORDINATES SHOWN HEREON ARE REFERRED TO THE NEW MEXICO COORDINATE SYSTEM - CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AND WERE DERIVED USING VRS DIFFERENTIAL POSITIONING TECHNIQUES. VRS OBSERVATIONS WERE PERFORMED BY THE COLLIER'S ENGINEERING & DESIGN SURVEY UNIT.
3. THE ELEVATIONS WERE DERIVED USING VRS ELLIPSOID HEIGHT DIFFERENCES COMBINED WITH THE NGS GEOID MODELING PROGRAM 'GEOID18'.
4. THE LOCAL PROJECT GROUND COORDINATES SHOWN HEREON WERE DERIVED USING THE FOLLOWING FORMULA:
4.1. THE FINAL ADJUSTED STATE PLANE GRID COORDINATES ARE DERIVED FROM AN OPUS SOLUTION ON CP-5 AND COORDINATES ARE SCALED TO THE SURFACE USING COMBINED GRID TO THE GROUND FACTOR OF 1.000307745 AROUND AN ORIGIN OF 0.0.
5. ALL DISTANCES SHOWN HEREON ARE CALCULATED GROUND DISTANCES USING THE INVERSED GRID DISTANCES AND THE PROJECT AVERAGE COMBINED GRID TO GROUND SCALE FACTOR.
6. THE FIELD DATA WAS COLLECTED USING VRS NETWORK / TRIMBLE GPS RECEIVERS AND ADJUSTED UTILIZING TRIMBLE BUSINESS CENTER SOFTWARE IN OCTOBER 2022.



LOCAL PROJECT GROUND COORDINATES					
STATION	NORTHING [US FEET]	EASTING [US FEET]	ELEVATION	DESCRIPTION	LOCATION
CP-1	1319944.254	1498510.800	4910.70	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-1 IS LOCATED 95' SOUTH OF LA ISLA AND LEE TREVINO BLVD INTERSECTION, 28' WEST OF LEE TREVINO BLVD CL.
CP-2	1320550.924	1495669.873	4877.01	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-2 IS LOCATED 680' WEST OF SAN LUCAS AVE AND TRES CANTOS AVE INTERSECTION AND IS 265' NW OF SAN LUCAS CL PT, 12' WEST OF A DIRT ROAD CL.
CP-3	1319655.935	1495645.555	4896.14	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-3 IS LOCATED 340' FROM END OF PAVEMENT OF SAN LUCAS AVE, SOUTH BOUND, 30' EAST OF A DIRT ROAD CL.
CP-4	1327323.200	1498145.709	4897.75	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-4 IS LOCATED 50' NW FROM OF GOODMAN AVE. AND DOERING ST. INTERSECTION.
CP-5	1329024.347	1497664.683	4904.51	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-5 IS LOCATED 40' EAST OF AVENIDA DEL FUEGO AND SOMBRERO LP INTERSECTION, 35' EAST OF SOMBRERO LP CL.
CP-6	1328654.912	1495163.860	4825.37	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-6 IS LOCATED 210' NW OF NM 47 AND NM 304 INTERSECTION, 5' EAST OF CHAIN LINK FENCE.
CP-7	1332874.088	1497307.221	4908.75	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-7 IS LOCATED 100' NW OF ALAME LOOP AND LA MERCED ELEMENTARY SCHOOL PARKING ENTRANCE INTERSECTION, 60' WEST OF ALAME LOOP CL.
CP-8	1334633.640	1496823.817	4874.76	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-8 IS LOCATED 55' NW OF SHERROD BLVD AND ALAME LOOP INTERSECTION, 15' WEST OF A DIRT ROAD CL.
CP-9	1334839.748	1498011.327	4904.84	REBAR WITH 1 1/4" RED PC CONTROL POINT	CP-9 IS LOCATED 20' NE OF CLEND OF PAVEMENT OF SHERROD BLVD, 380' EAST OF SE BLDG CORNER OF CHURCH OF CHRIST RIO GRANDE.

GEODETTIC INFORMATION GEOGRAPHIC/STATE PLANE NAD83(2011) COORDINATES								
STATION	LATITUDE	LONGITUDE	NORTHING [USF]	EASTING [USF]	Zone	Geoid [USF] Separation	ELLIPSOID HEIGHT [USF]	
CP-1	34°37'33.80573"	-106°43'2369732"	1319938.173	1498049.783	NM C (3002)	-71.95	4838.75	
CP-2	34°37'39.67186"	-106°43'57.71777"	1320144.856	1495209.730	NM C (3002)	-72.02	4804.99	
CP-3	34°37'30.82023"	-106°43'57.95744"	1319249.942	1495185.419	NM C (3002)	-72.01	4824.13	
CP-4	34°39'46.75856"	-106°43'28.48044"	1326914.849	1497684.804	NM C (3002)	-72.00	4825.75	
CP-5	34°39'03.59858"	-106°43'34.33255"	1326915.472	1497203.929	NM C (3002)	-72.03	4832.48	
CP-6	34°38'59.77849"	-106°44'04.23723"	1328245.251	1494703.872	NM C (3002)	-72.08	4753.29	
CP-7	34°39'41.61149"	-106°43'38.82836"	1332484.029	1496846.574	NM C (3002)	-72.05	4836.70	
CP-8	34°39'58.97836"	-106°43'47.10764"	1334223.040	1496163.389	NM C (3002)	-72.07	4802.69	
CP-9	34°40'01.08257"	-106°43'30.51259"	1334429.084	1497550.463	NM C (3002)	-72.04	4832.80	

LEGEND

SET 5/8" REBAR & 1 1/4" RED PLASTIC CAP

4				
3				
2				
1				
NO.	DESCRIPTION	DATE	BY	
REVISIONS (OR CHANGE NOTICES)				



I, CLAY A. WYGANT, NMPLS# 12808, DO HEREBY CERTIFY THAT THIS CONTROL SURVEY MAP AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON AN ACTUAL SURVEY ON THE GROUND AS DESCRIBED HEREIN; THAT I AM RESPONSIBLE FOR THIS SURVEY; AND THAT THE SURVEY AND REPORT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Clay A. Wygant 03/15/2023
DATE

CLAY A. WYGANT - N.M.P.S. 12808
COLLIER'S ENGINEERING & DESIGN
2703 BROADBENT PKWY NE SUITE B
ALBUQUERQUE, NM 87107
PH # (505) 433-6363

RIO COMMUNITIES

RIO COMMUNITIES

CONTROL MAP

COLLIER'S ENGINEERING & DESIGN PROJECT NO.

22002754

VALANCIA COUNTY

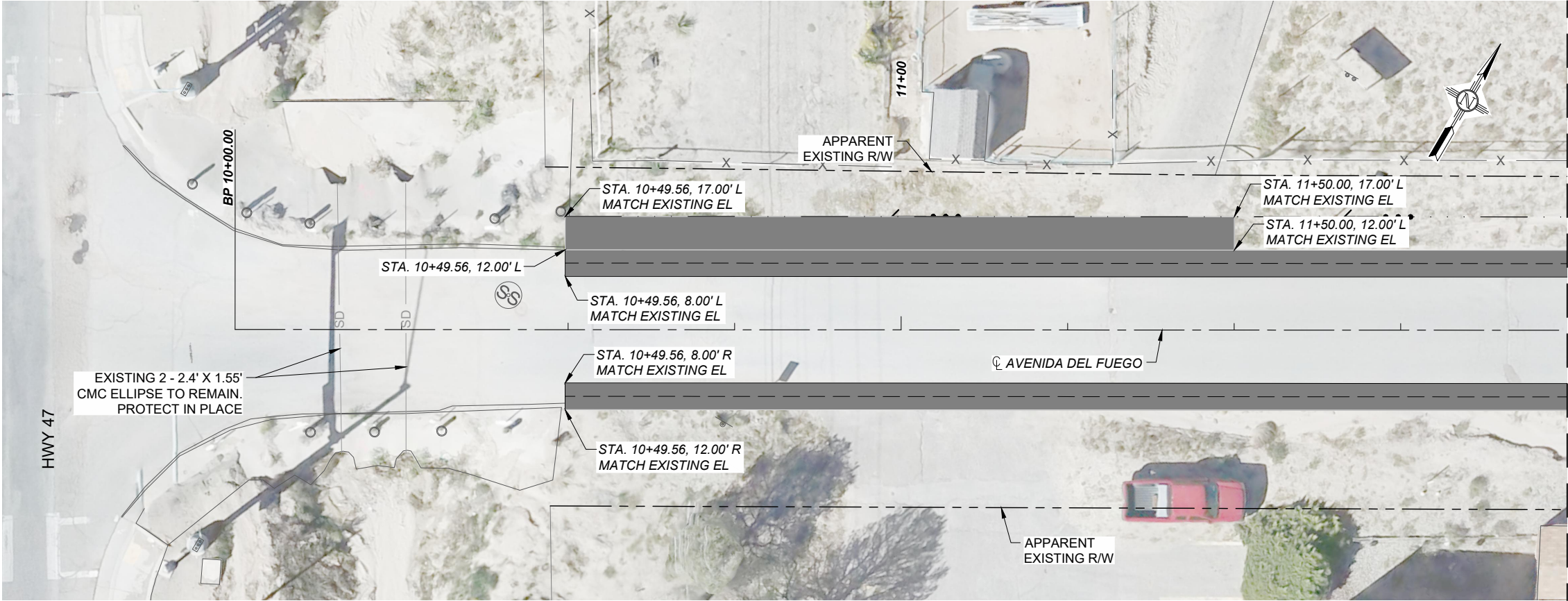
SCALE 1"=1000"

SHEET 1 OF 1

CITY OF RIO COMMUNITIES

CN 2021-040-002
DHSEM PROJECTS
SURVEY CONTROL MAP

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			



AVENIDA DEL FUEGO

SCALE: 1"=20'

KEYED NOTES

1. CLEAN EXISTING CULVERT.

GENERAL NOTES

1. ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
2. ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

- NEW ASPHALT PAVEMENT
PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE

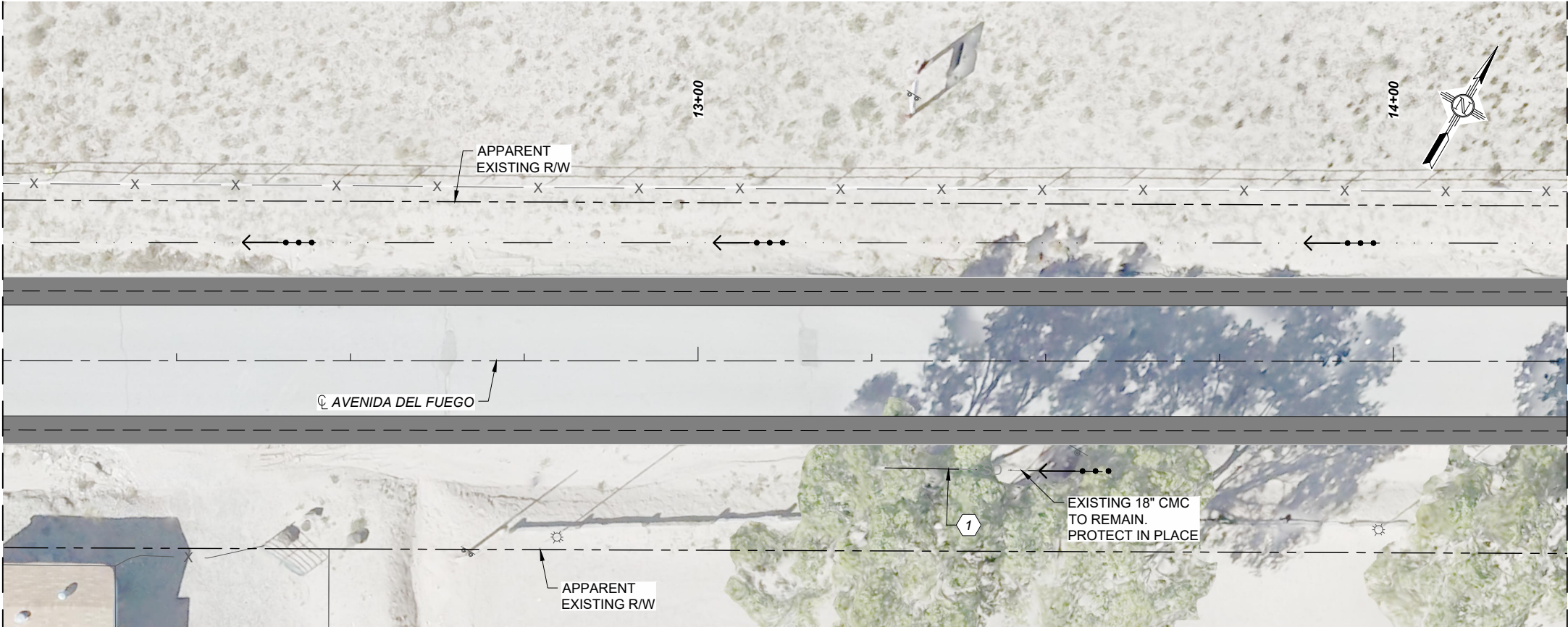


CITY OF RIO COMMUNITIES

CN 2021-040-002
DHSEM PROJECTS
PERMANENT DRAINAGE PLAN

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

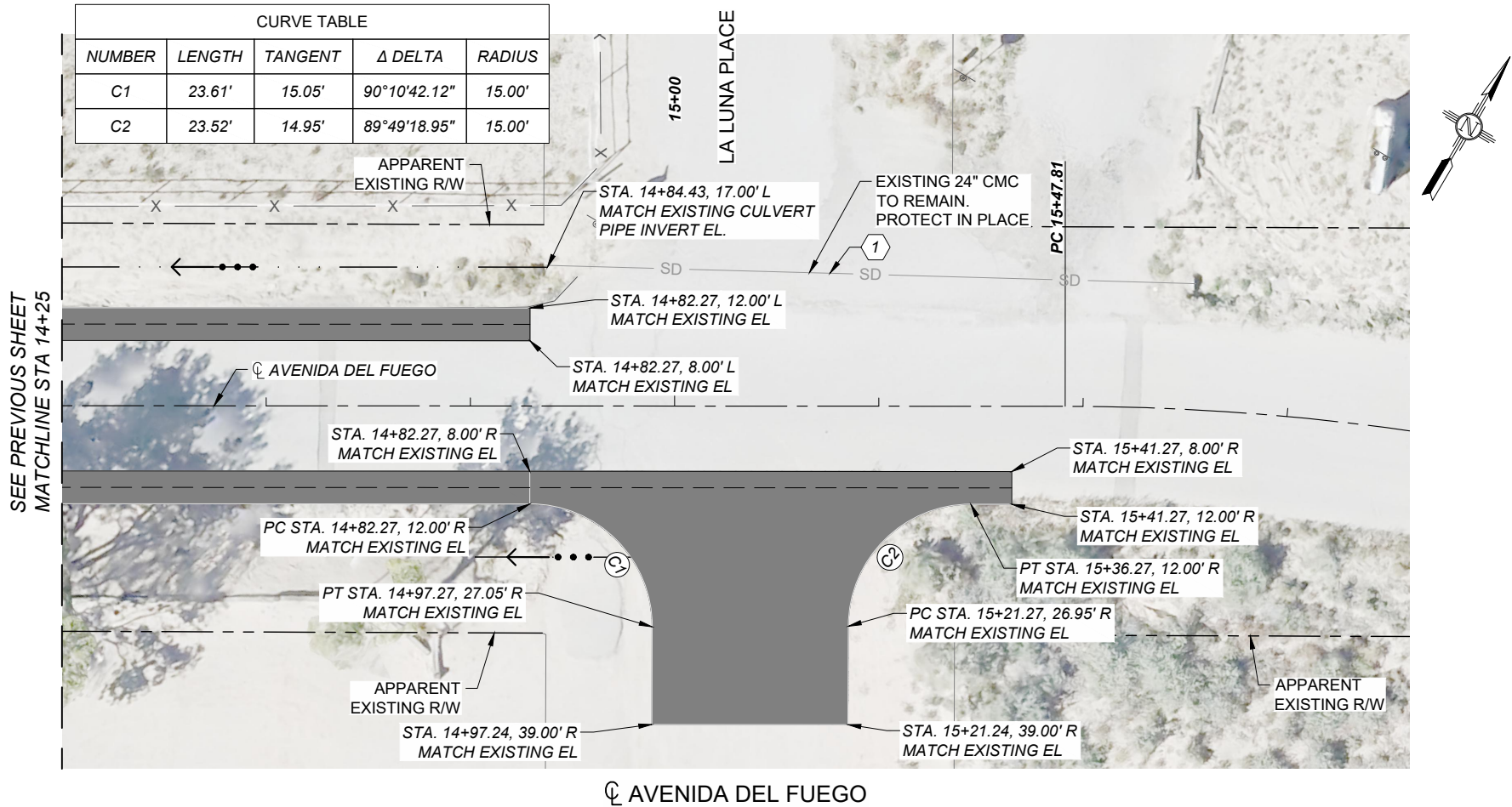
SEE ABOVE
MATCHLINE STA 12+00



AVENIDA DEL FUEGO

SCALE: 1"=20'

MATCHLINE STA 14+25
SEE NEXT SHEET



KEYED NOTES

1. CLEAN EXISTING CULVERT.

GENERAL NOTES

1. ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
2. ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

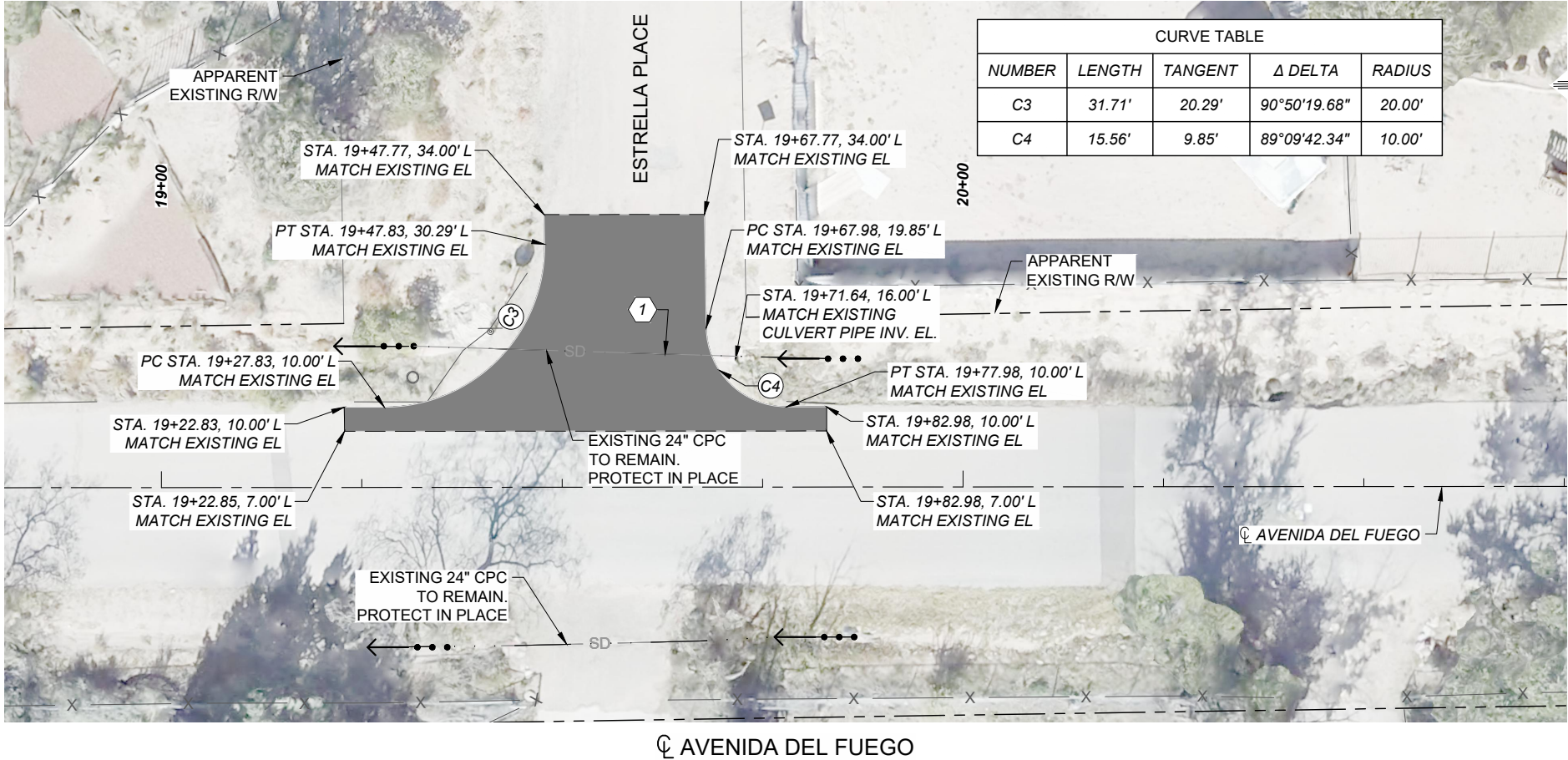
- NEW ASPHALT PAVEMENT
PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE



CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN 2021-040-002
DHSEM PROJECTS
PERMANENT DRAINAGE PLAN



CURVE TABLE				
NUMBER	LENGTH	TANGENT	Δ DELTA	RADIUS
C3	31.71'	20.29'	90°50'19.68"	20.00'
C4	15.56'	9.85'	89°09'42.34"	10.00'



SCALE: 1"=20'

KEYED NOTES

- CLEAN EXISTING CULVERT.



CITY OF RIO COMMUNITIES

GENERAL NOTES

- ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
- ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

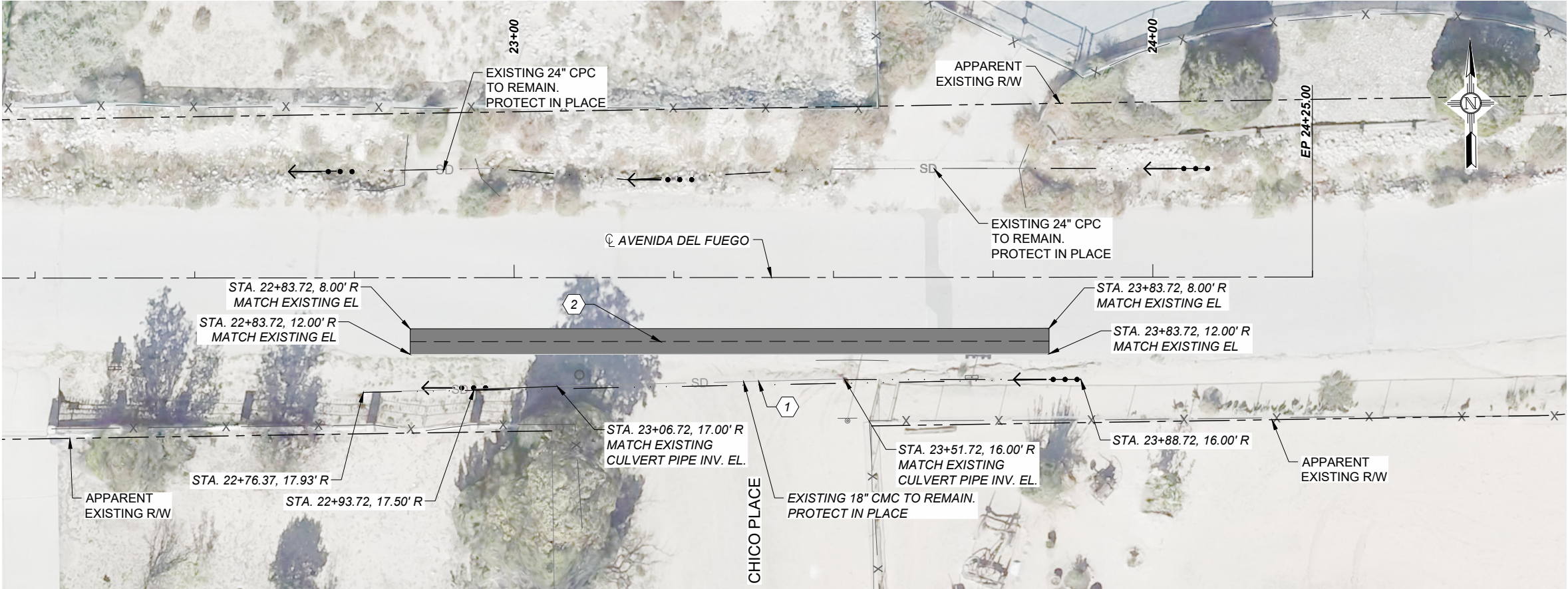
LEGEND

- NEW ASPHALT PAVEMENT PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE



CN 2021-040-002
DHSEM PROJECTS
PERMANENT DRAINAGE PLAN

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			



AVENIDA DEL FUEGO

SCALE: 1"=20'

KEYED NOTES

- 1. CLEAN EXISTING CULVERT.

GENERAL NOTES

- 1. ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
- 2. ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

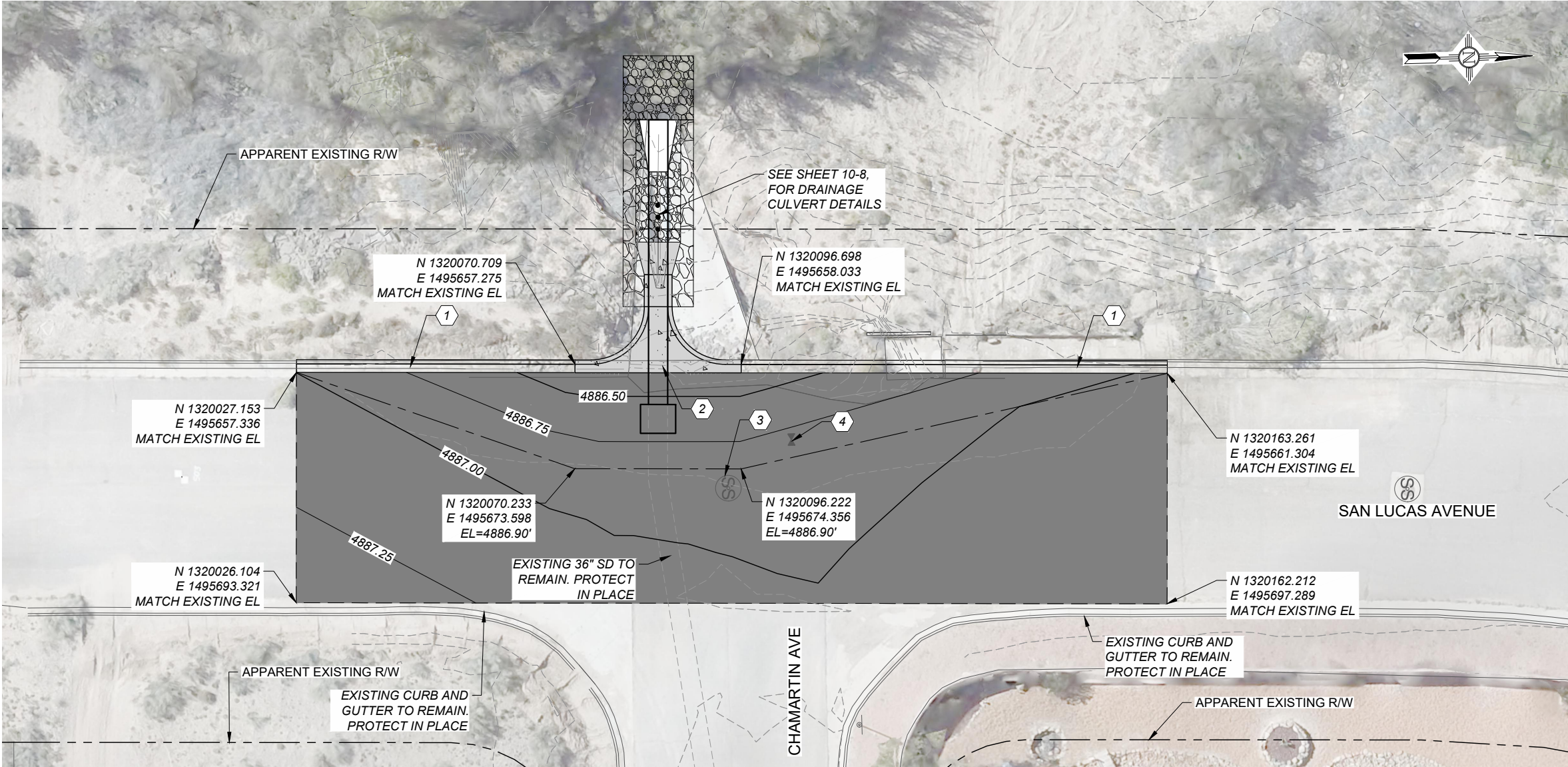
- NEW ASPHALT PAVEMENT PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE



CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN 2021-040-002
DHSEM PROJECTS
PERMANENT DRAINAGE PLAN



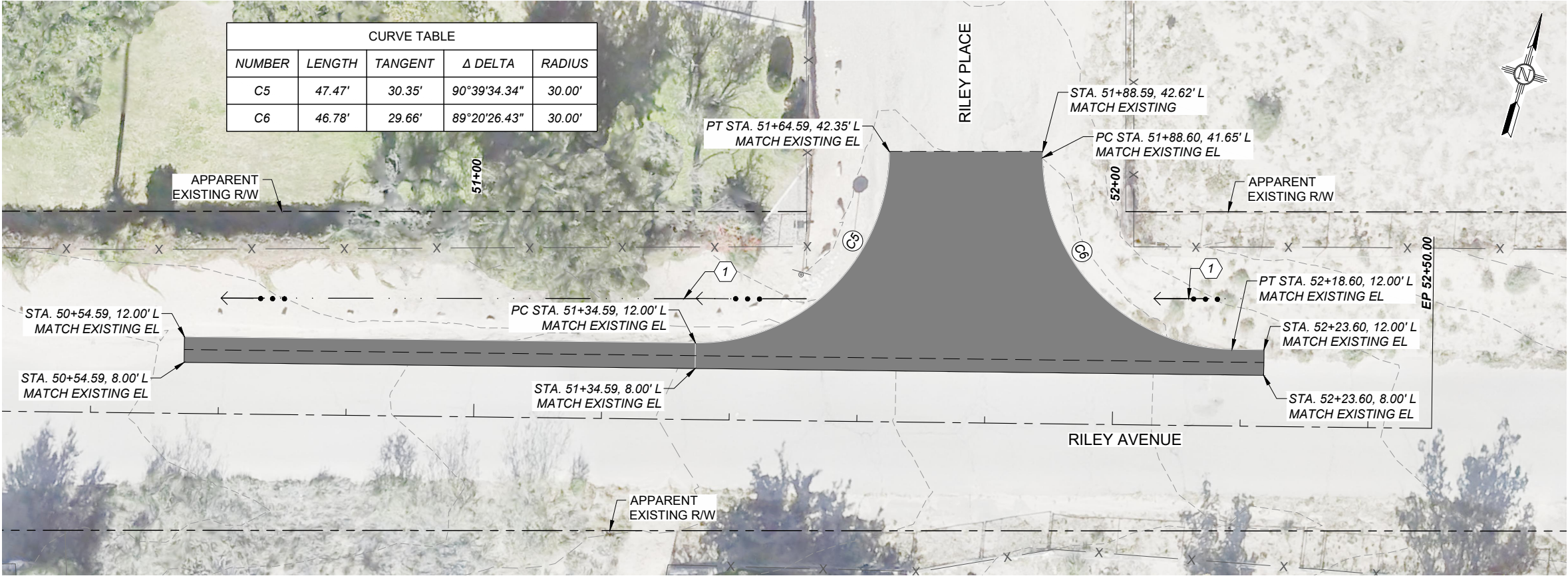
- KEYED NOTES**
- BUILD CONCRETE VERTICAL CURB & GUTTER TYPE B 6"x24" PER NMDOT STD. DWG 609-01-1/1.
 - BUILD CONCRETE RUNDOWN FLUME, SEE SHEET 10-8.
 - ADJUST EX MH TO FINAL GRADE. PER NMDOT SPEC. 662
 - ADJUST EX VALVE TO FINAL GRADE. PER NMDOT SPEC. 662

- GENERAL NOTES**
- ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
 - ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

- LEGEND**
- PROPOSED PAVEMENT SECTION 1. SEE SECTION 2.
 - RIPRAP NMDOT CLASS G
 - RIPRAP NMDOT CLASS A
 - NEAT VERTICAL SAWCUT
 - CONTRACTOR USE ONLY, GRADING LIMITS.

ANTONIO NUNEZ-TOVAR
NEW MEXICO
25774
PROFESSIONAL ENGINEER
AUG 28, 2023

CITY OF RIO COMMUNITIES			
			BY
			DATE
			DESCRIPTION
4	3	2	1
			NO.
RIO COMMUNITIES DHSEM PROJECTS PERMANENT DRAINAGE PLAN			



CURVE TABLE				
NUMBER	LENGTH	TANGENT	Δ DELTA	RADIUS
C5	47.47'	30.35'	90°39'34.34"	30.00'
C6	46.78'	29.66'	89°20'26.43"	30.00'

RILEY AVENUE

SCALE: 1"=20'

KEYED NOTES

- RESTORE EXISTING ROADSIDE DITCH PER TYPICAL SECTIONS ON SHEET 2-2.

GENERAL NOTES

- ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
- ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

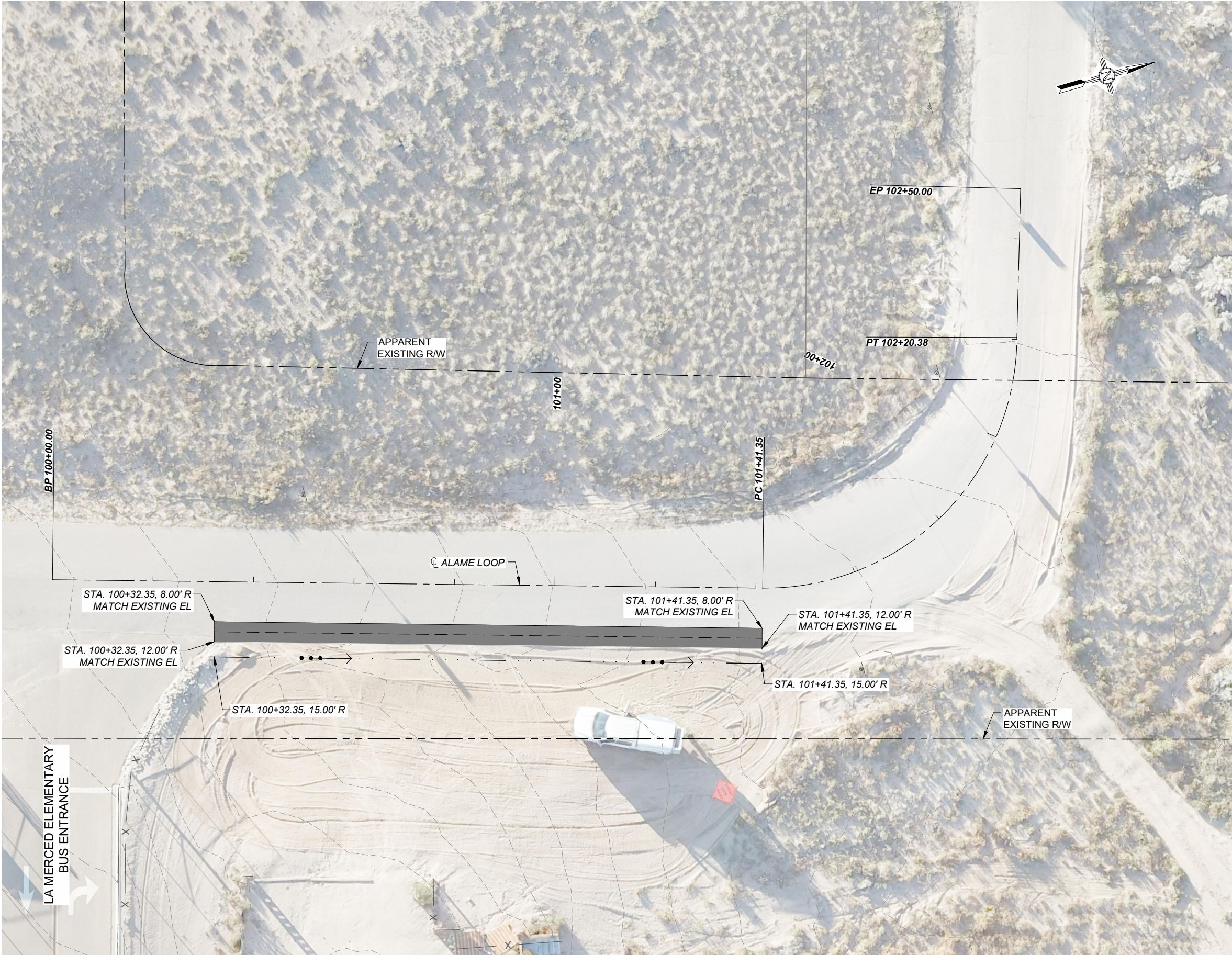
- NEW ASPHALT PAVEMENT PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE



CITY OF RIO COMMUNITIES

RIO COMMUNITIES
DHSEM PROJECTS
PERMANENT DRAINAGE PLAN

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			



KEYED NOTES

1. CLEAN EXISTING CULVERT.

GENERAL NOTES

1. ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.

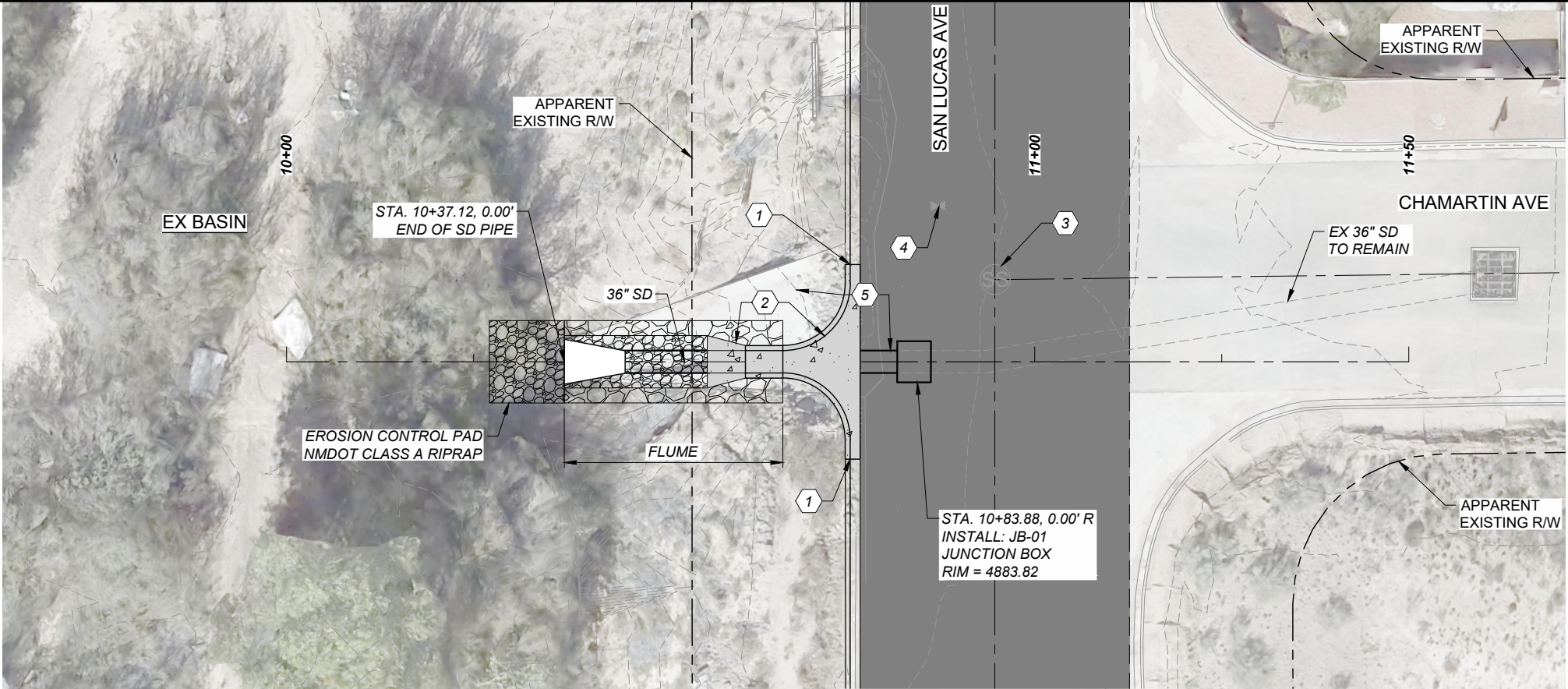
2. ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

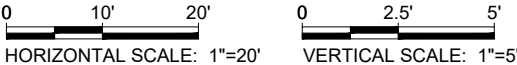
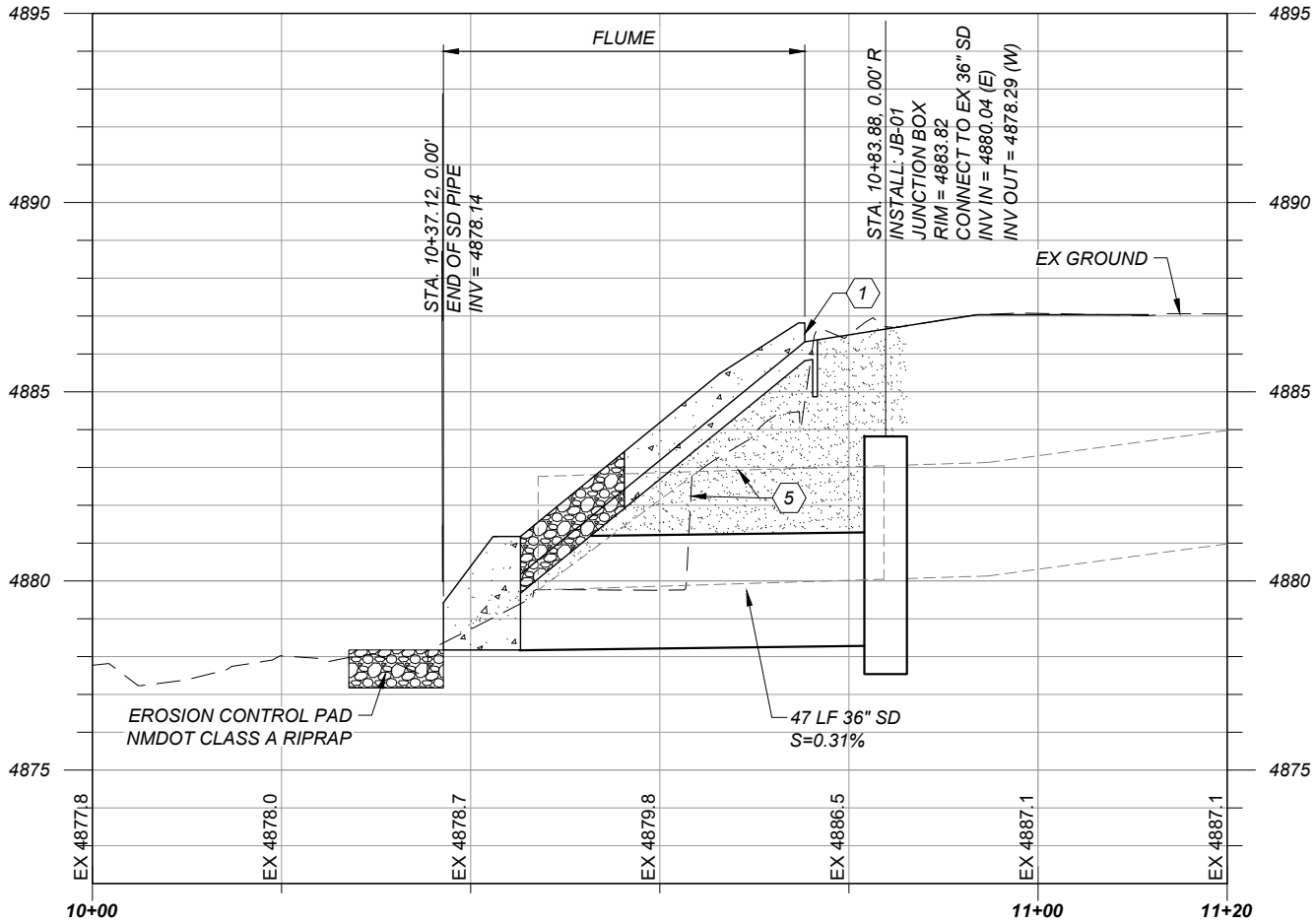
- NEW ASPHALT PAVEMENT PER SECTION 1 ON SHEET 2-2
- NEAT VERTICAL SAWCUT
- FLOW DIRECTION
- DITCH FLOWLINE
- EXISTING FENCE

ANTONIO NUNEZ-TOVAR
NEW MEXICO
25774
PROFESSIONAL ENGINEER
AUG 28, 2023

CITY OF RIO COMMUNITIES			
CN 2021-040-002 DHSEM PROJECTS PERMANENT DRAINAGE PLAN			
4	3	2	1
NO.	DESCRIPTION	DATE	BY



SCALE: 1"=20'



KEYED NOTES

1. CONNECT TO CONCRETE VERTICAL CURB & GUTTER TYPE B 6"x24" PER NMDOT STD. DWG 609-01-1/1.
2. RUNDOWN FLUME TYPE II PER NMDOT ST DWG 515-03, WITH RIPRAP OPTION SECTION A-A PER DWG 515-02-2/2.
3. ADJUST EX MH TO FINAL GRADE. PER NMDOT SPEC. 662
4. ADJUST EX VALVE TO FINAL GRADE. PER NMDOT SPEC. 662
5. REMOVE EX 36" SD AND CONC. RUNDOWN STRUCTURE.

GENERAL NOTES


1. ALL EXISTING DRAINAGE STRUCTURES/CULVERTS SHALL BE CLEANED PER NMDOT SPEC. SECTION 613 AND INCLUDED IN ITEM NUMBER 613000 CLEANING CULVERTS AND DRAINAGE STRUCTURES.
2. ALL DRAINAGE STRUCTURES THAT WILL BE REMOVED SHALL BE DISPOSED PER NMDOT SPEC. SECTION 601 AND INCLUDED IN ITEM NUMBER 60100 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.

LEGEND

- RIPRAP NMDOT CLASS G
- RIPRAP NMDOT CLASS A
- PAVEMENT
- COMPACTED FILL



AUG 28, 2023



CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN 2021-040-002
DHSEM PROJECTS
STORM DRAIN SPILLWAY PLAN AND PROFILE

PURCHASE AGREEMENT CONTRACT

CITY OF RIO COMMUNITIES

Invitation to Bid #2023-0102 Drainage Improvements

THIS AGREEMENT is made and entered into by and between the Governing Body of the City of Rio Communities, State of New Mexico, hereinafter referred to as the "City" and **Desert Fox, LLC**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Governing Body.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall deliver products or perform the work outlined on the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference. Product(s) shall be delivered, or work performed only upon receipt of a valid Purchase Order issued by the City that specifically identifies the products or services to be provided by the Contractor.

2. Compensation.

A. The City shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1**.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. The Contractor shall submit an accurate invoice for each purchase. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the City. Invoices are to be mailed to: City of Rio Communities Accounts Payable, 360 Rio Communities Blvd. Rio Communities, NM 87002

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall terminate upon acceptance by the City and payment for the specified product(s) or services.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Insurance.

The Contractor agrees to obtain and maintain, at the Contractor's expense, such insurance as will protect the Contractor from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the City and the Contractor from all claims for bodily injury, death, or property damage which may arise from the performance by the Contractor, or by the Contractor employees, for the Contractor's functions and services required under this Agreement. Such insurance shall be in an amount not less than **\$1,000,000.00** for injury to any one person and **\$1,000,000.00** on account of any one accident and in the amount of not less than **\$1,000,000.00** for property damage. The comprehensive liability insurance shall name the City an additional insured with specific endorsements so naming the City for any claims against the City arising from the work performed by the Contractor under this Agreement. The Contractor further agrees to procure and maintain professional liability (errors and omissions, or "E&O") insurance in an amount not less than \$2,000,000.00 per claim and in the aggregate. Prior to commencement of any work, the Contractor shall furnish to the City a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least thirty (30) calendar days prior written notice shall have been given to the City. Contractor shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement. The failure to have valid policies of insurance in full force and effect at any time during the term of this agreements shall constitute a material breach of this agreement.

Employer's liability coverage will be required of the Contractor and any subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the City and authorized to do business in the state of New Mexico, and who are rated A,A- (A.M. Best Ratings) or AA+/- (S&P). Except as provided below, coverage shall be on an occurrence basis. All insurance policies shall contain a waiver of subrogation against the City. All insurance policies shall be primary. Coverage shall be on ISO coverage forms. Deductibles in excess of \$10,000 per claim may only be approved by the City. Coverage shall be as broad as that provided in ISO CG 20 01 04 13. Self-insured retentions must be declared and approved by the City. Automobile coverage shall be ISO Form CA 001 covering Code 1 (any auto) with the limits of **\$2,000,000** per accident for bodily injury a property damage. If an E&O policy is on a claim made basis, then the date of the policy must be shown and must be before the date of the Contract or the beginning of the scope of work under the Contract, be maintained and evidence for such coverage to be provided for at least five (5) years after completion of the work under the Contract. If such coverage is cancelled or not renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Contract, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under the Contract.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities 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 City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

9. Subcontracting.

Not applicable.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. 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 anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City 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 City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, 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

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

14. Amendment.

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

15. 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.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in City of Rio Communities. 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.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered, or 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 City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

21. Disclaimer and Hold Harmless.

City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities 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, or if caused by the actions of any client of the Contractor 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 legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

23. 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.

24. 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.

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Non-Collusion.

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

28. Survival.

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

29. Succession.

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

30. Force Majeure.

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

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition

precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Governing Body after voting on the Contract at a public meeting or unless it is executed by the City of Rio Communities City Manager, if the amount of the Contract is \$20,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the City.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

This Invitation for Bids and the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any Contract amendment(s), in reverse chronological order; then
2. this Contract itself; then
3. the Invitation for Bids; then
4. the Contractor's Bid Form; then
5. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

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

A. The Contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio

Communities based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:

- i. give the Contractor prompt written notice of any claim;
 - ii. allow the Contractor to control the defense or settlement of the claim; and
 - iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
- i. provide a procuring agency of the City the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing;
- or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

37. Escalation Clause.

Price escalation due to increased cost to the Contractor is not allowed.

38. Warranties.

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

39. Commercial Warranty.

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement. Contractor agrees not to disclaim warranties of

fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

40. Inspection.

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

41. Inspection of Plant.

The City may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

42. Late Payment Charges.

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

43. Overcharge Resulting from Antitrust Violations.

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

44. Succession.

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

45. 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 City: Angela R. Valadez, City of Rio Communities Procurement Officer
360 Rio Communities Blvd.
Rio Communities, NM 87002

To the Contractor: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature of all parties.

CONTRACTOR

By: _____ Date: _____
Contractor

Printed Name: _____

Address: _____

CITY OF RIO COMMUNITIES

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2023.

GOVERNING BODY OF THE CITY OF RIO COMMUNITIES

JOSHUA RAMSELL MAYOR

MARGARET “PEGGY” GUTJAHR
MAYOR PRO-TEM

ARTHUR APODACA
COUNCILOR

LAWRENCE GORDON
COUNCILOR

JIM WINTERS
COUNCILOR

ATTEST BY:

LALENA ARAGON, DEPUTY CLERK

By: _____ Date: _____
City of Rio Communities Procurement Officer

Attachment 1

Scope of Work

The CONTRACTOR shall deliver products and services to a Procuring Agency which issues a valid Purchase Order at prices not to exceed those shown in the Contractor's Bid Form (ITB 2023-0102 Appendix A). Procuring Agencies reserve the right to negotiate lower pricing upon mutual agreement of the parties.

APPENDIX B

BID FORM DRAINAGE IMPROVEMENTS

TO: Angela R. Valadez 360 Rio Communities
Rio Communities, NM 87002

The undersigned hereby proposes to perform all work for the Drainage Improvements Project in accordance with the following:

1. Advertisement for Bids dated 09/21/2023

2. All work required for the **DRAINAGE IMPROVEMENTS** project described in the Contract Documents shall be done in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

3. The Contract Documents, including Special Provisions, Supplementary Technical Specifications, and modifications as indicated.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid shown in the following bid schedule. (Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.) **Bids shall not include New Mexico gross receipts tax.**

DRAINAGE IMPROVEMENTS BID PROPOSAL

BASE BID

BID ITEM	NMDOT ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	AMOUNT
BASE BID LOT						
1	201000	CLEARING AND GRUBBING	LS	1	\$ 15,000.00	\$ 15,000.00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	100	\$ 45.00	\$ 4,500.00
3	303000	BASE COURSE	TON	45	\$ 50.00	\$ 2,250.00
4	408100	PRIME COAT MATERIAL	TON	1	\$ 1,500.00	\$ 1,500.00
5	416104	MINOR PAVING TYPE I, HMA SP-IV	TON	30	\$ 165.00	\$ 4,950.00
6	515000	REINF. CONCRETE FOR MINOR STRUCTURES	C.Y.	2	\$ 1,500.00	\$ 3,000.00
7	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	160	\$ 100.00	\$ 16,000.00
8	570437	24" STORM DRAIN CULVERT	L.F.	10	\$ 180.00	\$ 1,800.00

9	601110	REMOVAL OF SURFACING	S.Y.	150	\$ 15.00	\$ 2,250.00
10	602000	RIP RAP CALSS A	C.Y.	100	\$ 300.00	\$ 30,000.00
11	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B	L.F.	100	\$ 70.00	\$ 7,000.00
12	609636	CONCRETE VALLEY GUTTER	L.F.	35	\$ 50.00	\$ 1,750.00
13	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	\$ 7,500.00	\$ 7,500.00
14	621000	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00
15	662022	MANHOLE TYPE C- DEPTH	EACH	1	\$ 12,000.00	\$ 12,000.00
16	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 15,000.00	\$ 15,000.00
17	802000	POST CONSTRUCTION PLANS	LS	1	\$ 3,000.00	\$ 3,000.00

\$ 157,500.00

Write out Base Bid Amount:

One hundred fifty Seven thousand
five hundred dollars

a) **Base Bid** Subtotal of Bid Items No. 1 through 17

\$ 157,500

b) **Allowances:**

\$ 10,000.00

Total Allowances:

\$ 10,000.00

c) **Subtotal** Base Bid subtotal plus Allowances:

\$ 167,500

d) **New Mexico Gross Receipts Tax (NMGR)**

on amount online c) Subtotal at 8.3000%:

\$ 13,902.50

e) **BASE BID TOTAL** Line c) Subtotal plus Line d) NMGR: \$ 181,402.5

One hundred eighty One thousand four
hundred two and fifty cents Dollars (Total amount written in words)

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principals are named herein; that no other persons or firms have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Contractor agrees that should he fail to complete the project in 60 calendar days, he agrees to pay as liquidated damages the amount of three hundred dollars (\$300.00) per calendar day for each day exceeding the contract substantial completion date, representing monetary damage and risk to property or life. The Contractor further agrees that any extensions in the contract time shall apply only to the date of completion for the entire contract.

Attached hereto is the required proposal guarantee described as follows:

The proposal guarantee shall be 5% of the total amount bid. The receipt of Addenda is acknowledged below:

Addendum No. 1 Date 9/12/2023

Addendum No. 2 Date 9/13/2023

Addendum No. 3 Date 9/18/2023

Dated: September 21, 2023.

SIGNATURE OF BIDDER

(SEAL) if Bid is by a Corporation

By: 

(Print Name) Beverly Zastrow

Title: Managing Member

Company: Desert Fox, LLC

Date: September 21, 2023

Address: P O Box 1499, Peralta, NM
87042

New Mexico Contractor's Classification and License No. GA1, GA4
367698

Resident Bidder Preference Certification
No. L0133728688
(if applicable)

APPENDIX C

LETTER OF TRANSMITTAL FORM

Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all four items
WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

Desert Fox, LLC
P O Box 1499
Peralta, NM 87042

2. For the person submitting the bid:

Name	Beverly Zastrow
Title	Managing Member
E-Mail Address	desertfoxpaving@yahoo.com
Telephone Number	505-892-5400

3. Bidder must identify any employee(s) or elected official(s) of City of Rio Communities that have a financial interest in the Bidder (one of the two **must** be selected):

☒ No Financial Interest ☐ Yes, Financial
Interest*

*Specify by name(s): _____

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1. and agree to the Terms and Conditions of the Contract provided in Appendix G.
- I acknowledge receipt of any and all amendments to this ITB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this ITB.

September 27, 2023
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective

contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two-year period. Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either

statewide or local office.

"Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or

all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: _____

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

Signature

Date

Title (position)
-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position) Managing Member

Managing Member

APPENDIX E

_____(NAME OF CONTRACTOR) hereby certifies the procurement:

Please check one box only

I ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
following in regard to application of the resident veterans' preference to this

☐ I declare under penalty of perjury that my business prior year revenue starting January

APPENDIX E

Desert Fox LLC

(NAME OF CONTRACTOR) hereby certifies the procurement:

Please check one box only

☐ Ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
following in regard to application of the resident veterans' preference to this

☐ I declare under penalty of perjury that my business prior year revenue starting January

prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ Ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

(Signature of Business Representative) * (Date) _____

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

CITY OF RIO COMMUNITIES DRAINAGE IMPROVEMENTS



VALENCIA COUNTY, NEW MEXICO
CITY PROJECT NO. L300288

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
SECTION-1	
1 - 1	COVER, VICINITY MAP AND INDEX OF SHEETS
1 - 2	SUMMARY OF QUANTITIES
1 - 3	GENERAL NOTES
SUBTOTAL: 3	
SECTION-2	
2 - 1	EXISTING TYPICAL SECTIONS
2 - 2	PROPOSED TYPICAL SECTIONS
2 - 3	SURFACING SCHEDULE
2 - 4	MISCELLANEOUS QUANTITIES & ESTIMATED STRUCTURE QUANTITIES
2 - 5	MISCELLANEOUS DETAILS
SUBTOTAL: 5	
SECTION-3	
3 - 1	OVERALL PROJECT SURVEY CONTROL PLAN & HORIZONTAL LAYOUT
3 - 2	SURVEY CONTROL MAP
3 - 3	ROADWAY PLAN
SUBTOTAL: 3	
SECTION-4	
	NO SHEETS
SUBTOTAL: 0	
SECTION-5	
	NO SHEETS
SUBTOTAL: 0	
SECTION-6	
	NO SHEETS
SUBTOTAL: 0	
SECTION-7	
	NO SHEETS
SUBTOTAL: 0	

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
SECTION-8	
	NO SHEETS
SUBTOTAL: 0	
SECTION-9	
	NO SHEETS
SUBTOTAL: 0	
SECTION-10	
10 - 1	DITCH PLAN AND PROFILE
10 - 2	STORM DRAIN LATERAL PROFILES
SUBTOTAL: 2	
SECTION-11	
	NO SHEETS
SUBTOTAL: 0	
SECTION-12	
	NO SHEETS
SUBTOTAL: 0	
SECTION-13	
	NO SHEETS
SUBTOTAL: 0	
SECTION-14	
	NO SHEETS
SUBTOTAL: 0	
TOTAL: 13	



VICINITY MAP



CALL NM ONE-CALL
SYSTEM SEVEN (7) DAYS
PRIOR TO ANY EXCAVATION



2155 LOUISIANA BLVD NE,
SUITE 3000
ALBUQUERQUE, NM 87110
(505) 830-5400



AUG 28, 2023

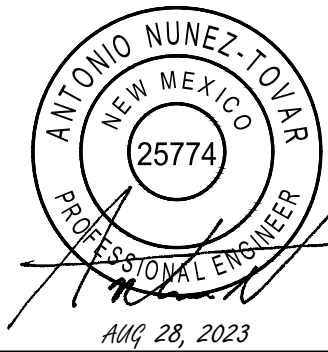
SUMMARY OF QUANTITIES										
NMDOT ITEM NO.	SHORT DESCRIPTION	UNIT	ROADWAY		CONSTRUCTION ENGINEERING		DRAINAGE		PROJECT	
			ESTIMATE	FINAL	ESTIMATE	FINAL	ESTIMATE	FINAL	ESTIMATE	FINAL
201000	CLEARING AND GRUBBING	LS	LS						LS	
203000	UNCLASSIFIED EXCAVATION	C.Y.	100						100	
303000	BASE COURSE	TON	45						45	
408100	PRIME COAT MATERIAL	TON	1						1	
416104	MINOR PAVING TYPE I, HMA SP-IV	TON	30						30	
515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.					2		2	
541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB					160		160	
570437	24" STORM DRAIN CULVERT PIPE	L.F.					10		10	
601110	REMOVAL OF SURFACING	S.Y.	150						150	
602000	RIPRAP CLASS A	C.Y.					100		100	
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	900						900	
609636	CONCRETE VALLEY GUTTER 6" X 36"	L.F.	35						35	
618000	TRAFFIC CONTROL MANAGEMENT	LS			LS				LS	
621000	MOBILIZATION	LS	LS						LS	
662022	MANHOLE TYPE C-6' DIAMETER OVER 6' TO 10' DEPTH	EACH					1		1	
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS			LS				LS	
802000	POST CONSTRUCTION PLANS	LS			LS				LS	

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY

CN L300288

RIO COMMUNITIES DRAINAGE IMPROVEMENTS

SUMMARY OF QUANTITIES



CITY OF RIO COMMUNITIES

18. DAMAGE REPAIR : THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE TO EXISTING PAVEMENTS, PAVEMENT MARKINGS, CURB & GUTTER, DRIVE PADS, CURB RAMPS, SIGNAGE, AND SIDEWALK DURING CONSTRUCTION, APART FROM THOSE SECTIONS INDICATED FOR REMOVAL ON THE PLANS AND SHALL REPAIR OR REPLACE PER NMDOT STANDARDS, AT THEIR OWN EXPENSE.
19. OSHA REQUIREMENTS : ALL EXCAVATION, TRENCHING, AND SHORING ACTIVITIES MUST BE CARRIED-OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.652.
20. MATCHING EXISTING GRADES : WHERE A PROFILE GRADE IS NOT PROVIDED IN THE PLANS, STREET CENTERLINE GRADES SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING CENTERLINE GRADES. CROSS SECTION OF THE EXISTING ROAD PRIOR TO CONSTRUCTION AS NEEDED TO MATCH EXISTING (50' MIN). MINOR ADJUSTMENTS TO THE STREET GRADES MAY BE NECESSARY AND WILL BE DIRECTED BY THE PROJECT ENGINEER. MINOR ADJUSTMENTS TO THE STREET GRADES WILL BE CONSIDERED INCIDENTAL TO THE PAVING BID ITEMS. SMOOTH TRANSITIONS SHALL BE MADE BETWEEN EXISTING PAVEMENT WHICH REMAINS IN PLACE AND PAVEMENT WHICH IS BEING REPLACED. TRAFFIC CONTROL DEVICES INCLUDING PAVEMENT MARKINGS MUST BE RESTORED TO THE SAME OR BETTER CONDITION AS BEFORE CONSTRUCTION. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 416104 MINOR PAVING TYPE I, HMA SP-IV.
21. HUMAN REMAINS : IF HUMAN REMAINS ARE ENCOUNTERED, THE CONTRACTOR SHALL CEASE ALL WORK, AND NOTIFY THE CITY OF RIO COMMUNITIES FOR FURTHER INSTRUCTIONS.
22. DROP-OFF POLICY : IF A PAVEMENT DROP-OFF IS CREATED DURING CONSTRUCTION, THE CONTRACTOR SHALL INITIATE PROTECTIVE ACTION TO MAINTAIN A SMOOTH TRANSITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
23. PUBLIC INFORMATION : COORDINATION WITH THE CITY PUBLIC INFORMATION OFFICE (PIO), WHO WILL ADVISE THE PUBLIC OF CONSTRUCTION FOR THE DURATION OF THE PROJECT. ANY IMPACT TO THE ACCESS OF BUSINESSES SHALL BE COORDINATED SEVEN (7) DAYS IN ADVANCE WITH THE CITY AND BUSINESSES.
24. UTILITY REPAIR : THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AND APPROVED BY THE CITY.
25. ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS AND OTHER UTILITY LINES, CABLES AND APPURTENANCES ENCOUNTERED DURING CONSTRUCTION THAT REQUIRE RELOCATION, SHALL BE COORDINATED WITH THAT UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY ADJUSTMENTS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DELAYS OR INCONVENIENCES CAUSED BY UTILITY COMPANY WORK CREWS. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE THEIR ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.
26. DISPOSAL SITE FOR ALL EXCESS EXCAVATION MATERIAL, AND UNSUITABLE MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND APPROVED BY THE CITY. ALL COSTS INCURRED IN OBTAINING A DISPOSAL SITE AND HAUL THERETO SHALL BE CONSIDERED INCIDENTAL TO ITEM NO. 203000 UNCLASSIFIED EXCAVATION, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
27. THE CONTRACTOR SHALL COORDINATE WITH THE CITY PRIOR TO BEGINNING ANY CONSTRUCTION WORK ON OR ADJACENT TO EXISTING STREETS.
28. ALL BARRICADES AND CONSTRUCTION SIGNING SHALL CONFORM TO APPLICABLE SECTIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
29. THE CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION BARRICADES AND SIGNING AT ALL TIMES. THE CONTRACTOR SHALL VERIFY THE PROPER LOCATION OF ALL BARRICADING AT THE END AND BEGINNING OF EACH DAY.
30. ALL SAWCUT PAVEMENT SHALL HAVE A UNIFORM EDGE AND BE SPRAYED WITH TACK COAT. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 416104 MINOR PAVING TYPE I, HMA SP-IV.
31. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR IMMEDIATELY SO THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
32. IF THE CONTRACTOR IS NOT ALLOWED TO WORK AT NIGHT DUE TO THE CITY'S NOISE ORDINANCE, THE CONTRACTOR SHALL OPEN ALL TRAFFIC LANES TO TRAFFIC WITH PROPER USE OF TRENCH PLATES DURING NON-WORKING HOURS, UNLESS PERMITTED BY CONSTRUCTION PROJECT MANAGER.
33. THE CONTRACTOR SHALL RECORD DATA ON ALL UTILITY LINES AND ACCESSORIES AS REQUIRED BY THE CITY FOR THE PREPARATION OF "AS-BUILT" DRAWINGS. CONTRACTOR SHALL NOT COVER UTILITY LINES AND ACCESSORIES UNTIL ALL DATA HAS BEEN RECORDED.

33. *SALVAGEABLE MATERIALS : SALVAGEABLE MATERIALS FROM THIS PROJECT ARE TO BE HAULED AND STOCKPILED AT THE CITY PROPERTY INDICATED BY THE CITY MANAGER. HAUL OF SUCH MATERIAL SHALL BE PERFORMED DURING NORMAL WORKING HOURS AS DIRECTED BY THE PROJECT MANAGER. PAYMENT FOR THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 201000 CLEARING AND GRUBBING.*
34. *ADJACENT LANDSCAPING TO BE PROTECTED BY THE CONTRACTOR AND NO SEPARATE PAYMENT WILL BE MADE. CONTRACTOR SHALL TAKE VIDEO AND PHOTOS OF ALL EXISTING LANDSCAPING. DAMAGE TO EXISTING LANDSCAPING SHALL BE REPLACED IN KIND BY CONTRACTOR WITH NO SEPARATE PAYMENT.*
35. *IF EXISTING FIBER OPTIC OR ANY OTHER EXISTING CITY TRAFFIC INFRASTRUCTURE IS DAMAGED AS PART OF THIS PROJECT WORK, THE CONTRACTOR SHALL REPAIR IT OR REPLACE IT PER CITY TRAFFIC REQUIREMENTS. DAMAGED FIBER OPTIC CABLE SHALL BE REPLACED FROM EXISTING FULL SPLICE TO EXISTING FULL SPLICE; NO INTERMEDIATE SPLICE WILL BE ALLOWED. THIS WORK SHALL BE DONE AT THE EXPENSE OF THE CONTRACTOR AND NO ADDITIONAL PAYMENT WILL BE MADE.*
36. *AT ALL PAVEMENT REMOVAL AND REPLACEMENTS, SAW-CUT EDGES SHALL BE STRAIGHT AND CLEAN, AND LONGITUDINAL JOINTS SHALL NOT BE PLACED WITHIN WHEEL PATHS. PATCHES SHALL BE REGULAR AND SQUARE OR RECTANGULAR, WITH FOUR STRAIGHT SIDES. FINISHED PAVEMENT SURFACE SHALL BE FLUSH WITH EXISTING PAVEMENT SURFACE, WITH NO SPILLOVER OF ASPHALT OR TACK COAT. CARE MUST BE TAKEN TO AVOID DAMAGING THE INTEGRITY OR APPEARANCE OF SURROUNDING PAVEMENTS; IF DAMAGED, THE ENTIRE SURFACE PATCH MUST BE EXPANDED TO COVER DAMAGES AT THE CONTRACTOR'S EXPENSE.*
37. *THE CONTRACTOR SHALL DESIGNATE AT LEAST ONE EMERGENCY CONTACT PERSON, AND SHALL PROVIDE TELEPHONE NUMBERS WHERE THIS PERSON CAN BE CONTACTED AT ANY TIME. THIS INFORMATION SHALL BE PROVIDED TO THE CITY'S PROJECT MANAGER.*
38. *THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHOWING ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR EACH PHASE OF WORK. THE PLAN SHALL SHOW EACH INDIVIDUAL PHASE OF THE PROJECT WITH A SCHEDULE AND MAP SHOWING PLACEMENT AND DESCRIPTION OF EACH TEMPORARY TRAFFIC CONTROL DEVICE. THE "TRAFFIC CONTROL PLAN" SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS WORK WILL BE CONSIDERED INCIDENTAL TO ITEM NO. 618000 TRAFFIC CONTROL MANAGEMENT.*

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
GENERAL NOTES

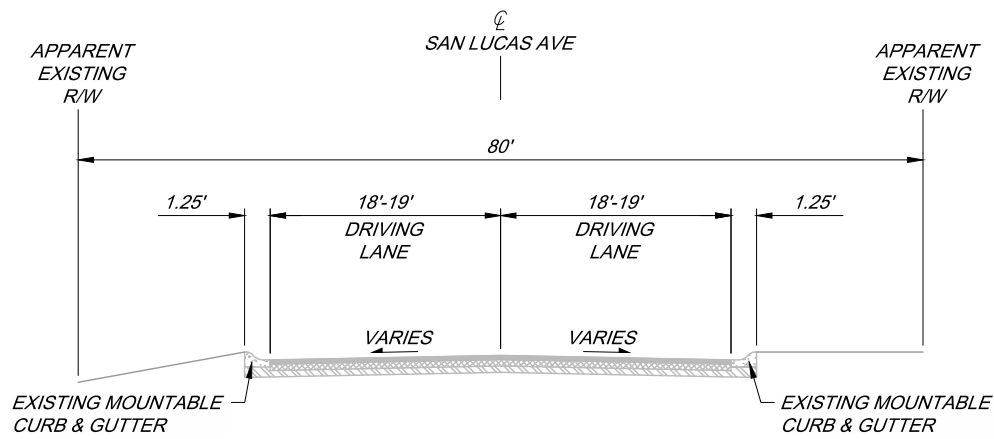




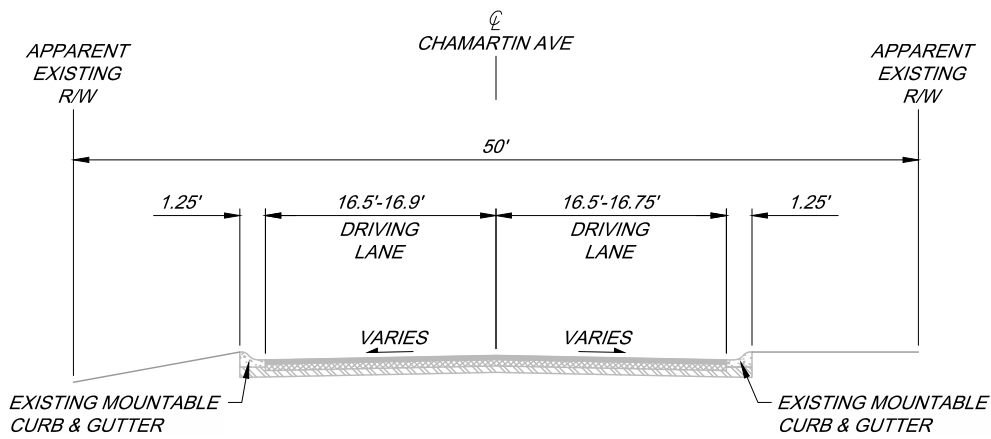
CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
EXISTING TYPICAL SECTIONS



EXISTING TYPICAL SECTION 1: SAN LUCAS AVE
STA. 10+00.00 TO STA. 15+44.16



EXISTING TYPICAL SECTION 1: CHAMARTIN AVE
STA. 20+45.87 TO STA. 21+20.85

TRANSITION
STA. 20+18.20 TO STA. 20+45.87

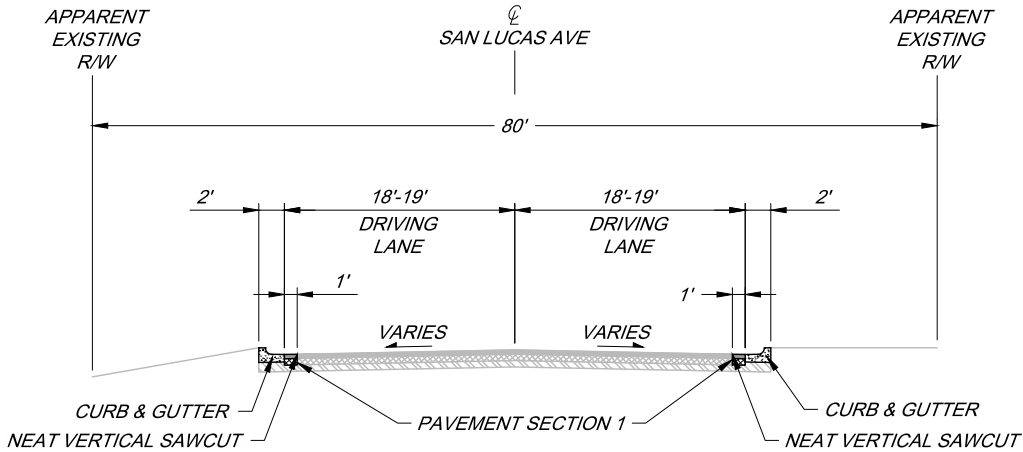




CITY OF RIO COMMUNITIES

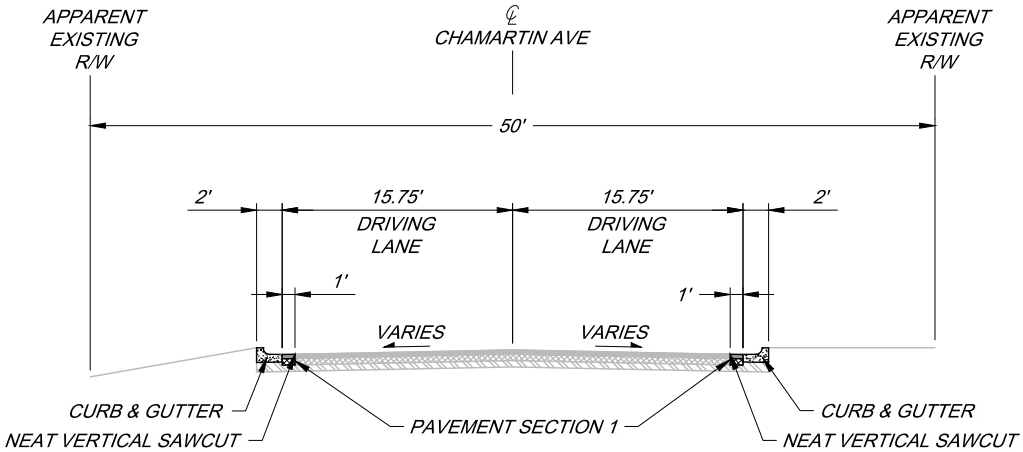
NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
PROPOSED TYPICAL SECTIONS



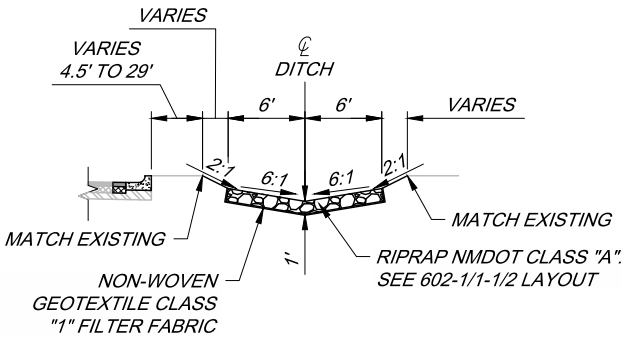
PROPOSED TYPICAL SECTION 1: SAN LUCAS AVE
STA. 10+00.00 TO STA. 10+37.48
STA. 11+73.65 TO STA. 15+44.16

TRANSITION
STA. 10+37.48 TO STA. 11+73.65

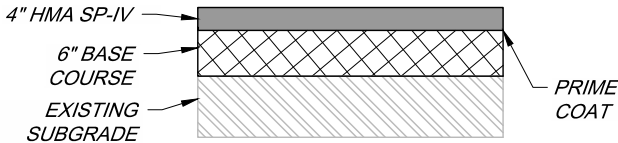


PROPOSED TYPICAL SECTION 1: CHAMARTIN AVE
STA. 20+45.87 TO STA. 20+50.87

TRANSITION
STA. 20+18.00 TO STA. 20+45.87



PROPOSED TYPICAL SECTION 1: DITCH
STA. 30+00.00 TO STA. 32+21.34



PAVEMENT SECTION 1



SURFACING SCHEDULE			303000					416104				*	*	408100		
			BASE COURSE					MINOR PAVING TYPE I, HMA SP-IV				PG 76-22 ASPHALT MATERIAL	HYDRATED LIME	PRIME COAT MATERIAL		
STATION TO STATION		DESCRIPTION	LENGTH (L.F.)	AVG. WIDTH (L.F.)	AVG. DEPTH (IN.)	AREA (S.Y.)	TON	AVG. WIDTH (L.F.)	DEPTH (IN.)	AREA (S.Y.)	TON	TON	TON	AVG. WIDTH (L.F.)	AREA (S.Y.)	TON
ALIGNMENT: SAN LUCAS AVE																
10+00.00	13+10.21	SAN LUCAS AVE	310.21	1.00	6.00	34.47	10.93	1.00	4.00	34.47	7.35	0.43	0.07	1.00	34.47	0.06
10+00.00	10+37.48	SAN LUCAS AVE	37.48	1.00	6.00	4.16	1.32	1.00	4.00	4.16	0.89	0.05	0.01	1.00	4.16	0.01
11+73.65	15+44.16	SAN LUCAS AVE	370.51	1.00	6.00	41.17	13.05	1.00	4.00	41.17	8.77	0.51	0.09	1.00	41.17	0.08
13+34.32	13+91.37	SAN LUCAS AVE	57.05	1.00	6.00	6.34	2.01	1.00	4.00	6.34	1.35	0.08	0.01	1.00	6.34	0.01
14+14.91	14+60.97	SAN LUCAS AVE	46.06	1.00	6.00	5.12	1.62	1.00	4.00	5.12	1.09	0.06	0.01	1.00	5.12	0.01
15+01.47	15+44.16	SAN LUCAS AVE	42.69	1.00	6.00	4.74	1.50	1.00	4.00	4.74	1.01	0.06	0.01	1.00	4.74	0.01
15+24.16	15+44.16	SAN LUCAS AVE	20.00	CALC	6.00	25.08	7.95	CALC	4.00	25.08	5.34	0.31	0.05	CALC	25.08	0.05
ALIGNMENT: CHAMARTIN AVE																
20+20.81	20+21.20	CHAMARTIN AVE	0.39	CALC	6.00	3.50	1.11	CALC	4.00	3.50	0.75	0.04	0.01	CALC	3.50	0.01
20+21.82	20+49.80	CHAMARTIN AVE	27.98	1.00	6.00	3.11	0.99	1.00	4.00	3.11	0.66	0.04	0.01	1.00	3.11	0.01
20+22.19	20+50.87	CHAMARTIN AVE	28.68	1.00	6.00	3.19	1.01	1.00	4.00	3.19	0.68	0.04	0.01	1.00	3.19	0.01
PROJECT TOTAL:							41.50				27.89	1.62	0.28			0.25
PROJECT USE:							45				30	2	1			1
NOTES:																
1. AMOUNTS OF BITUMINOUS MATERIAL SHOWN ARE FOR ESTIMATING PURPOSES ONLY. CORRECT AMOUNTS WILL BE DETERMINED BY THE MATERIAL AND TESTING LABORATORY.																
2. * HYDRATED LIME AND PG 76-22 QUANTITIES ARE SHOWN FOR INFORMATION OF THE CONTRACTOR ONLY.																

ESTIMATED SURFACING FACTORS										
ITEM						UNIT WEIGHT		HYDRATED LIME		Gallons/ TON
	PG 76-22 HMA SP-IV MATERIAL	TACK COAT SEC. 407		PRIME COAT SEC. 408						
	% BY WT. OF TOTAL MIX	GALLONS PER S.Y.		GAL/S.Y.		LBS. PER C.Y.	% BY WT. OF TOTAL MIX			
HMA SP-IV COMPLETE	5.8%	**				3836	**	1.00%	**	
ASPHALT MATERIAL FOR TACK COAT			0.08	*						240
PRIME COAT MATERIAL					0.45	*				240
BASE COURSE							3805	**		
FOR CONTRACTORS INFORMATION ONLY.										
* FOR ESTIMATING PURPOSES ONLY, APPLICATION RATE WILL BE DETERMINED IN THE FIELD BY THE PROJECT MANAGER.										
** FOR ESTIMATING PURPOSES ONLY, ACTUAL WEIGHTS OR PERCENT SHALL BE DETERMINED BY APPROVED MIX DESIGN.										



CITY OF RIO COMMUNITIES

					BY
					DATE
4	3	2	1	NO.	DESCRIPTION

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
SURFACING SCHEDULE



CONCRETE VALLEY GUTTER 6" X 36"					ITEM NO. 609636
STATION	TO	STATION	LOCATION	LENGTH (L.F.)	REMARKS
ALIGNMENT: SAN LUCAS AVE					
10+89.51	-	11+20.98	RT.	31.50	INTERSECTION OF SAN LUCAS AVE AND CHAMARTIN AVE
PROJECT TOTAL				31.50	
PROJECT USE				35	
VALLEY GUTTER FILLET AREAS ARE INCLUDED IN THE COST FOR 609636 CONCRETE VALLEY GUTTER 6" X 36" AND NO ADDITIONAL COST WILL BE MADE					

24" STORM DRAIN CULVERT PIPE			ITEM NO. 570437
STATION	OFFSET	L.F.	DESCRIPTION
ALIGNMENT: SAN LUCAS AVE			
10+95.48	59.33' LT	10.00	
PROJECT TOTAL		10.00	
PROJECT USE		10	

4			
3			
2			
1			
NO.	DESCRIPTION	DATE	BY

RIO COMMUNITIES DRAINAGE IMPROVEMENTS MISCELLANEOUS QUANTITIES & STRUCTURE QUANTITIES



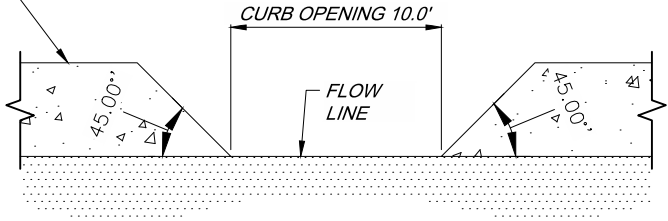


CITY OF RIO COMMUNITIES

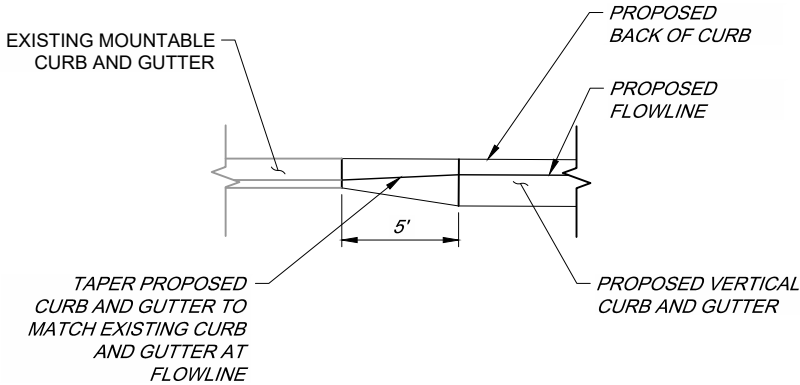
NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
MISCELLANEOUS DETAILS

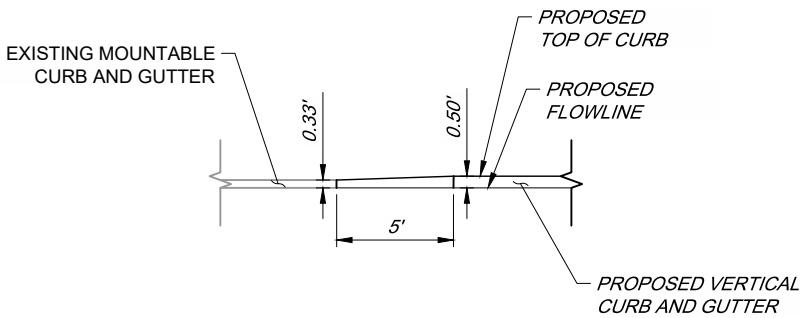
CURB AND GUTTER PER PLANS



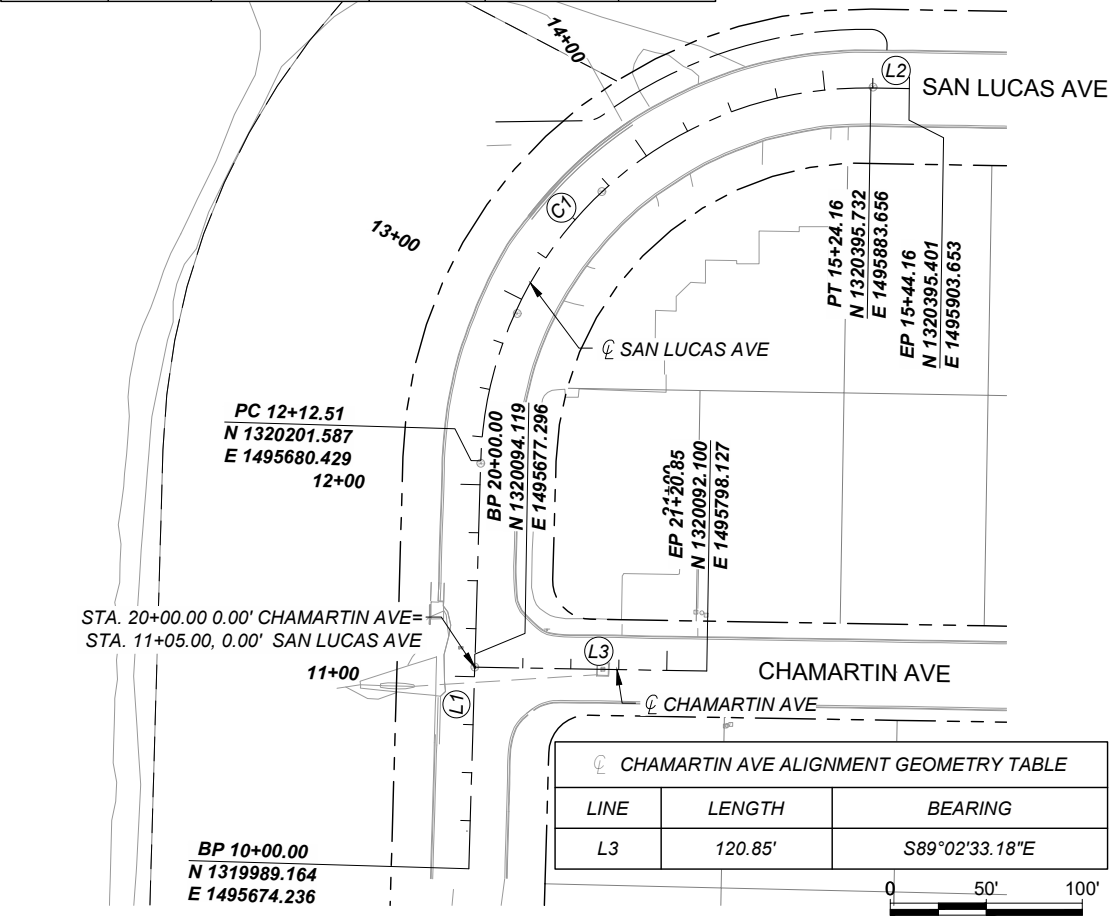
CURB OPENING DETAIL FOR STORM WATER
NOT TO SCALE



EXISTING MOUNTABLE CURB AND GUTTER TO PROPOSED CURB AND GUTTER TRANSITION
NOT TO SCALE

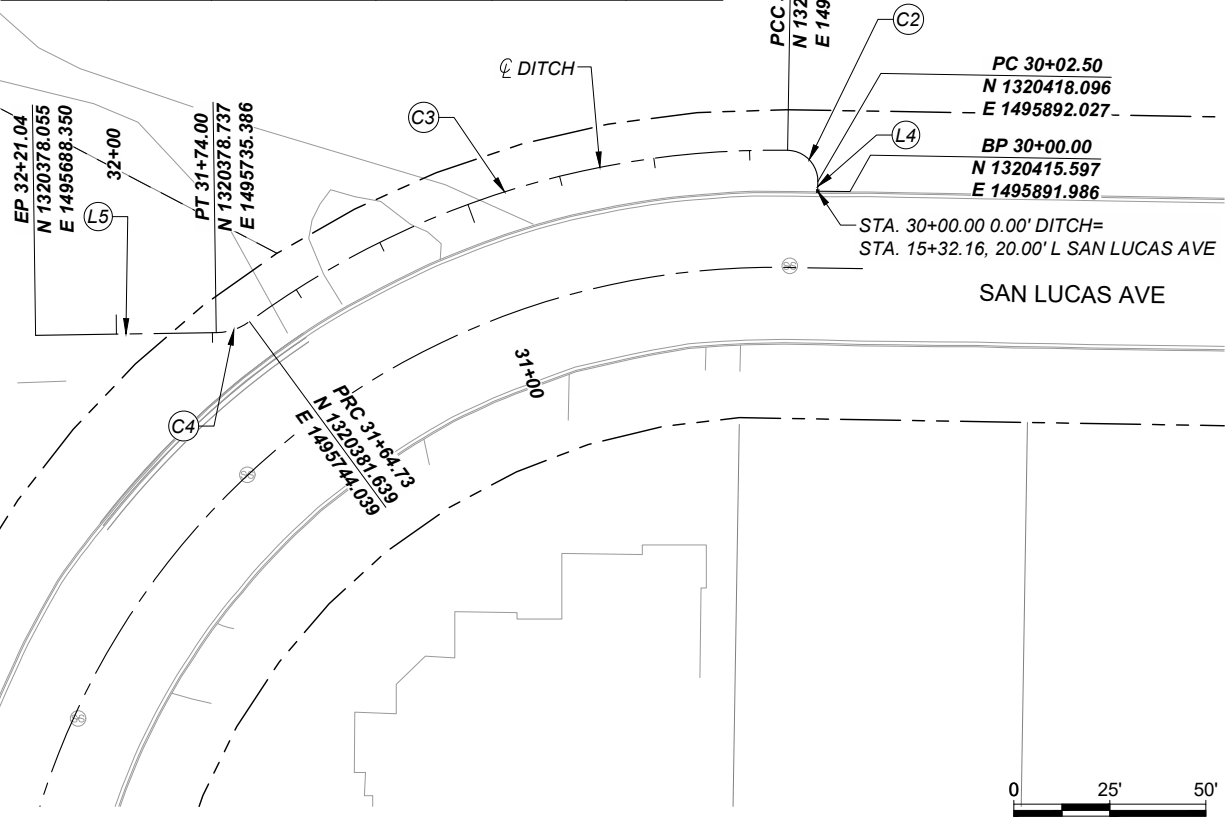


SAN LUCAS AVE ALIGNMENT GEOMETRY TABLE					
NUMBER	LENGTH	BEARING	TANGENT	Δ DELTA	RADIUS
L1	212.51'	N1°40'11.20"E			
C1	311.64'		197.50'	89°16'44.27"	200.00'
L2	20.00'	S89°03'04.53"E			



CHAMARTIN AVE ALIGNMENT GEOMETRY TABLE		
LINE	LENGTH	BEARING
L3	120.85'	S89°02'33.18"E

DITCH ALIGNMENT GEOMETRY TABLE					
NUMBER	LENGTH	BEARING	TANGENT	Δ DELTA	RADIUS
L4	2.50'	N0°56'55.47"E			
C2	12.57'		8.00'	90°00'00.00"	8.00'
C3	149.66'		77.57'	37°12'04.39"	230.50'
C4	9.27'		4.79'	35°25'20.70"	15.00'
L5	47.04'	S89°10'11.78"W			



GENERAL NOTES

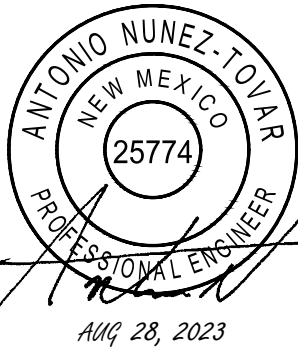
1. SEE SHEET 3-2 FOR SURVEY CONTROL MAP.



CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

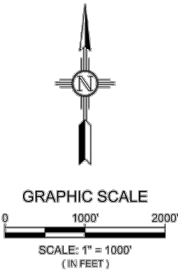
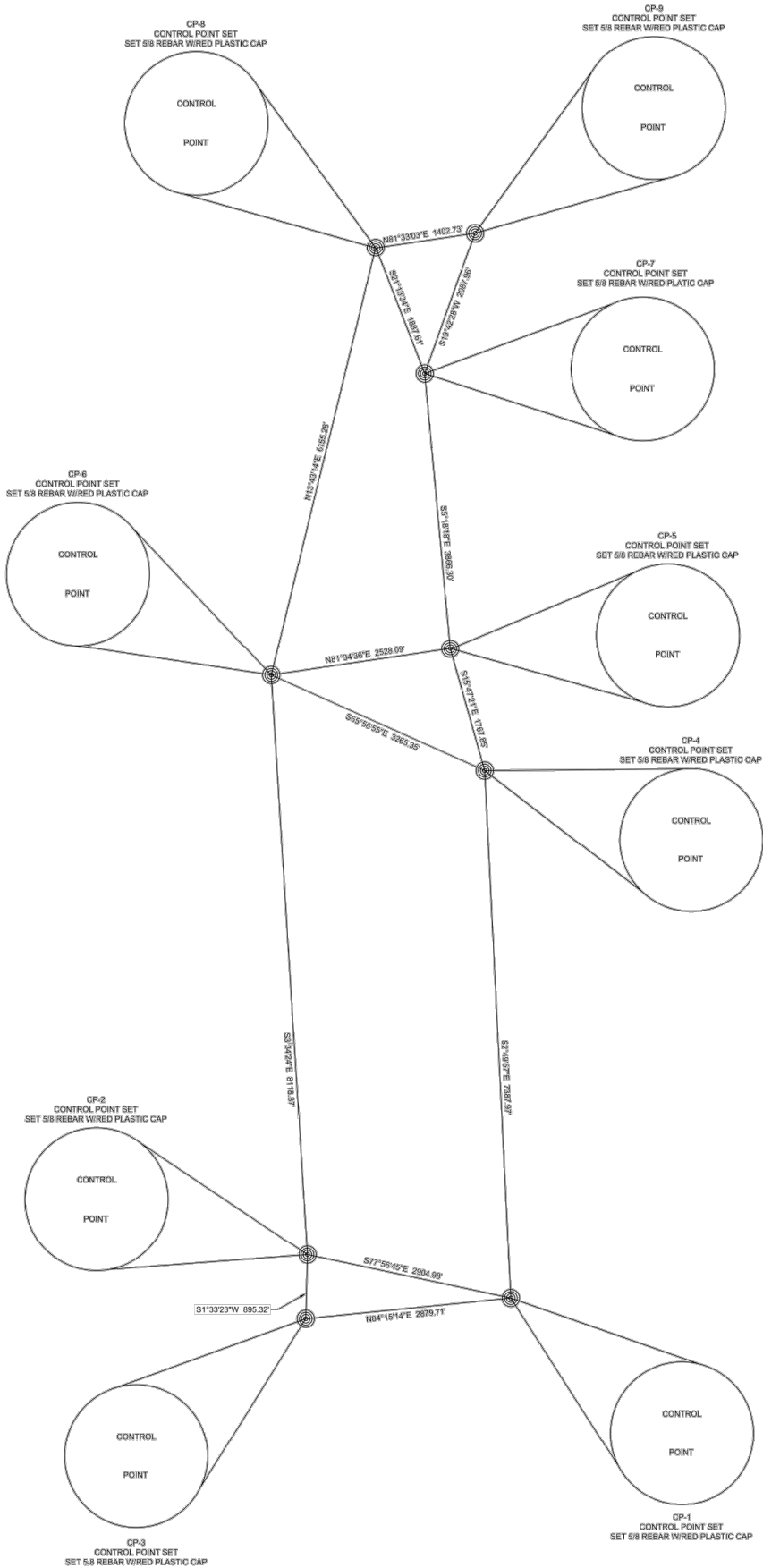
CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
OVERALL PROJECT SURVEY CONTROL AND
HORIZONTAL LAYOUT



DATE: 28 Aug 2023 - 3:17pm USER: ANGONZALEZ

GENERAL NOTES:

1. ALL SURVEY CONTROL POINTS WERE SET BY THE COLLIERS ENGINEERING & DESIGN SURVEY UNIT IN OCTOBER 2022.
2. THE STATE PLANE COORDINATES SHOWN HEREON ARE REFERRED TO THE NEW MEXICO COORDINATE SYSTEM - CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 AND WERE DERIVED USING VRS DIFFERENTIAL POSITIONING TECHNIQUES. VRS OBSERVATIONS WERE PERFORMED BY THE COLLIERS ENGINEERING & DESIGN SURVEY UNIT.
3. THE ELEVATIONS WERE DERIVED USING VRS ELLIPSOID HEIGHT DIFFERENCES COMBINED WITH THE NGS GEOID MODELING PROGRAM 'GEOID18'.
4. THE LOCAL PROJECT GROUND COORDINATES SHOWN HEREON WERE DERIVED USING THE FOLLOWING FORMULA:
4.1. THE FINAL ADJUSTED STATE PLANE GRID COORDINATES ARE DERIVED FROM AN OPUS SOLUTION ON CP-5 AND COORDINATES ARE SCALED TO THE SURFACE USING COMBINED GRID TO THE GROUND FACTOR OF 1.000307745 AROUND AN ORIGIN OF 0,0.
5. ALL DISTANCES SHOWN HEREON ARE CALCULATED GROUND DISTANCES USING THE INVERSED GRID DISTANCES AND THE PROJECT AVERAGE COMBINED GRID TO GROUND SCALE FACTOR.
6. THE FIELD DATA WAS COLLECTED USING VRS NETWORK / TRIMBLE GPS RECEIVERS AND ADJUSTED UTILIZING TRIMBLE BUSINESS CENTER SOFTWARE IN OCTOBER 2022.



LOCAL PROJECT GROUND COORDINATES					
STATION	NORTHING [US FEET]	EASTING [US FEET]	ELEVATION	DESCRIPTION	LOCATION
CP-1	1319944.264	1498510.800	4910.70	REBAR WITH 1 1/4\"	CP-1 IS LOCATED 95' SOUTH OF LA ISLA AND LEE TREVINO BLVD INTERSECTION, 25' WEST OF LEE TREVINO BLVD CL.
CP-2	1320550.924	1495669.873	4877.01	REBAR WITH 1 1/4\"	CP-2 IS LOCATED 680' WEST OF SAN LUCAS AVE AND TRES CANTOS AVE INTERSECTION AND IS 265' NW OF SAN LUCAS GL PT, 12' WEST OF A DIRT ROAD CL.
CP-3	1319655.906	1495645.555	4896.14	REBAR WITH 1 1/4\"	CP-3 IS LOCATED 340' FROM END OF PAVEMENT OF SAN LUCAS AVE, SOUTH BOUND, 30' EAST OF A DIRT ROAD CL.
CP-4	1327323.200	1498145.769	4897.75	REBAR WITH 1 1/4\"	CP-4 IS LOCATED 50' NW FROM OF GOODMAN AVE, AND DOERING ST. INTERSECTION.
CP-5	1329024.347	1497664.683	4904.51	REBAR WITH 1 1/4\"	CP-5 IS LOCATED 40' EAST OF AVENIDA DEL FUEGO AND SOMBRERO LP INTERSECTION, 35' EAST OF SOMBRERO LP CL.
CP-6	1328654.912	1495163.860	4825.37	REBAR WITH 1 1/4\"	CP-6 IS LOCATED 210' NW OF NM 47 AND NM 304 INTERSECTION, 5' EAST OF CHAIN LINK FENCE.
CP-7	1332874.088	1497307.221	4908.75	REBAR WITH 1 1/4\"	CP-7 IS LOCATED 100' NW OF ALAME LOOP AND LA MERCED ELEMENTARY SCHOOL PARKING ENTRANCE INTERSECTION, 80' WEST OF ALAME LOOP CL.
CP-8	1334633.640	1496623.817	4874.76	REBAR WITH 1 1/4\"	CP-8 IS LOCATED 55' NW OF SHERROD BLVD AND ALAME LOOP INTERSECTION, 15' WEST OF A DIRT ROAD CL.
CP-9	1331839.748	1498011.397	4904.81	REBAR WITH 1 1/4\"	CP-9 IS LOCATED 20' NE OF CL END OF PAVEMENT OF SHERROD BLVD, 380' EAST OF SE BLDG CORNER OF CHURCH OF CHRIST RIO GRANDE.

GEODETTIC INFORMATION GEOGRAPHIC/STATE PLANE NAD83(2011) COORDINATES							
STATION	LATITUDE	LONGITUDE	NORTHING [USF]	EASTING [USF]	Zone	Geoid [USF] Separation	ELLIPSOID HEIGHT [USF]
CP-1	34°37'33.80573\"	-106°43'23.69732\"	1319938.173	1498049.783	NM C (3002)	-71.95	4836.75
CP-2	34°37'39.67186\"	-106°43'57.71777\"	1320144.698	1495209.730	NM C (3002)	-72.02	4804.99
CP-3	34°37'30.82023\"	-106°43'57.55744\"	1319249.942	1495185.419	NM C (3002)	-72.01	4824.13
CP-4	34°39'46.75850\"	-106°43'28.48044\"	1328914.849	1497694.804	NM C (3002)	-72.00	4825.75
CP-5	34°39'03.55858\"	-106°43'34.33259\"	1328615.472	1497203.926	NM C (3002)	-72.03	4832.48
CP-6	34°38'59.77849\"	-106°44'04.23723\"	1328245.251	1494703.872	NM C (3002)	-72.08	4753.29
CP-7	34°39'41.61149\"	-106°43'38.82836\"	1332404.029	1496946.574	NM C (3002)	-72.05	4836.70
CP-8	34°39'58.57930\"	-106°43'47.10704\"	1334223.040	1496163.380	NM C (3002)	-72.07	4802.69
CP-9	34°40'01.08257\"	-106°43'30.51259\"	1334429.084	1497550.463	NM C (3002)	-72.04	4832.80

LEGEND

SET 5/8\"

4				
3				
2				
1				
NO.	DESCRIPTION	DATE	BY	
REVISIONS (OR CHANGE NOTICES)				

I, CLAY A. WYGANT, NMPLS# 12808, DO HEREBY CERTIFY THAT THIS CONTROL SURVEY MAP AND REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION BASED ON AN ACTUAL SURVEY ON THE GROUND AS DESCRIBED HEREIN; THAT I AM RESPONSIBLE FOR THIS SURVEY, AND THAT THE SURVEY AND REPORT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.



CLAY A. WYGANT, N.M.P.S. 12808
COLLIERS ENGINEERING & DESIGN
2703 BROADBENT PKWY NE SUITE B
ALBUQUERQUE, NM 87107
PH # (505) 433-6363

03/15/2023

DATE

RIO COMMUNITIES

RIO COMMUNITIES

CONTROL MAP

COLLIERS ENGINEERING & DESIGN PROJECT NO.

22002754

VALANCIA COUNTY

SCALE 1"=1000'

SHEET 1 OF 1

CITY OF RIO COMMUNITIES

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
SURVEY CONTROL MAP

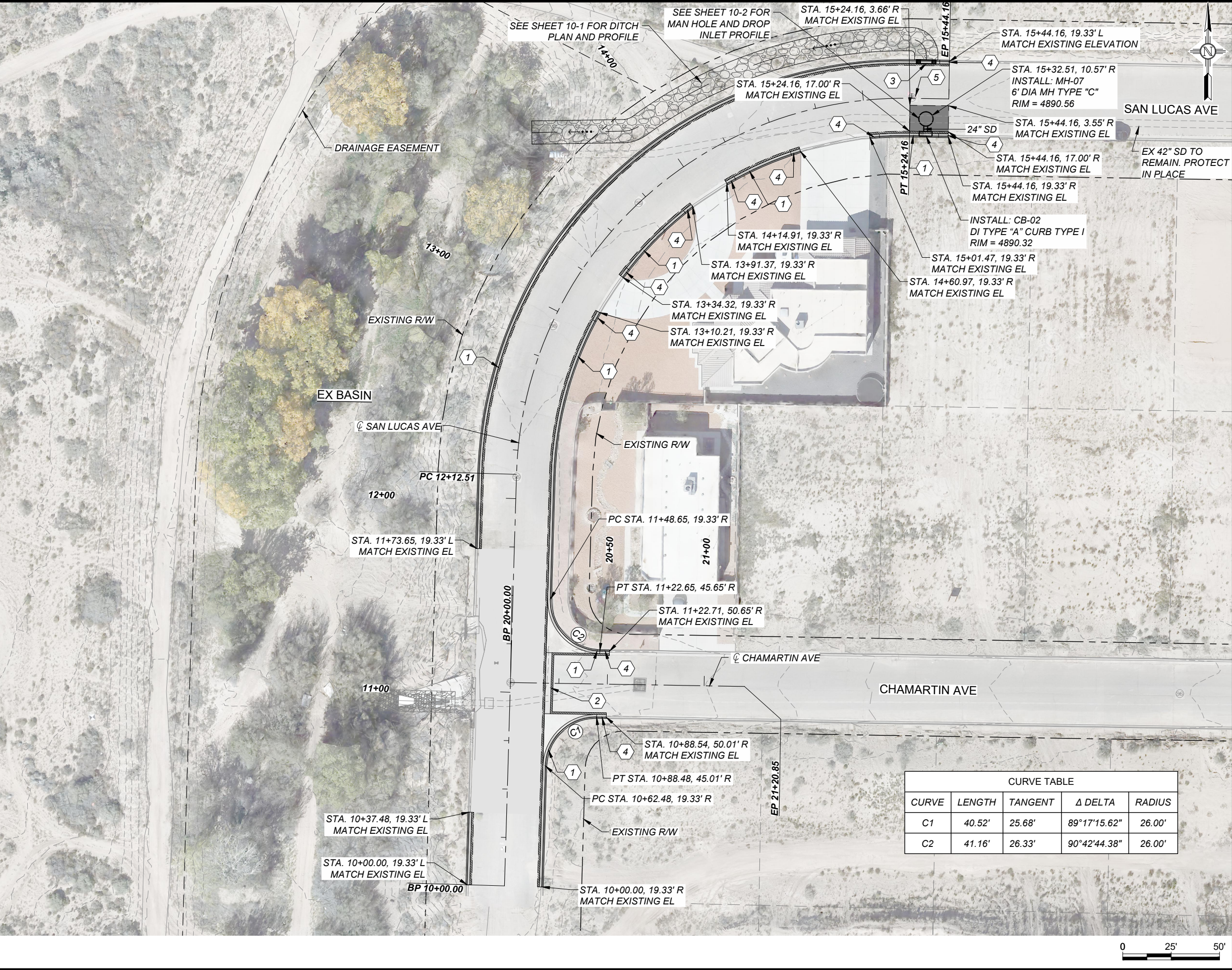
BY

DATE

DESCRIPTION

NO.

DATE: 28 Aug 2023 - 3:17pm USER: ANGONZALEZ




- GENERAL NOTES**
- NEAT VERTICAL SAWCUT EXISTING PAVEMENT AS REQUIRED FOR NEW CURB & GUTTER. MATCH EXISTING GRADE AT LIP OF NEW CURB.
 - ALL UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE LOCATIONS. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING WORK.

- KEYED NOTES**
- BUILD CONCRETE VERTICAL CURB & GUTTER TYPE B 6"x24" PER NMDOT STD. DWG 609-01-1/1.
 - BUILD CONCRETE VALLEY GUTTER 6"x36" PER NMDOT STD. DWG 609-01-1/1.
 - CURB OPENING. SEE CURB OPENING DETAIL FOR STORM WATER ON SHEET 2-5.
 - CURB TRANSITION. SEE EXISTING MOUNTABLE CURB AND GUTTER TO PROPOSED CURB AND GUTTER TRANSITION ON SHEET 2-5.
 - PROTECT EXISTING SANITARY SEWER PIPE AND MANHOLE.

- LEGEND**
- RIPRAP SECTION PER NMDOT DWG 515-02-2/2.
 - 1-FOOT PAVEMENT RECONSTRUCTION. SEE PAVEMENT SECTION 1 ON SHEET 2-2
 - NEAT VERTICAL SAWCUT
 - PAVEMENT RECONSTRUCTION SEE PAVEMENT SECTION 1 ON SHEET 2-2

CURVE TABLE				
CURVE	LENGTH	TANGENT	Δ DELTA	RADIUS
C1	40.52'	25.68'	89°17'15.62"	26.00'
C2	41.16'	26.33'	90°42'44.38"	26.00'





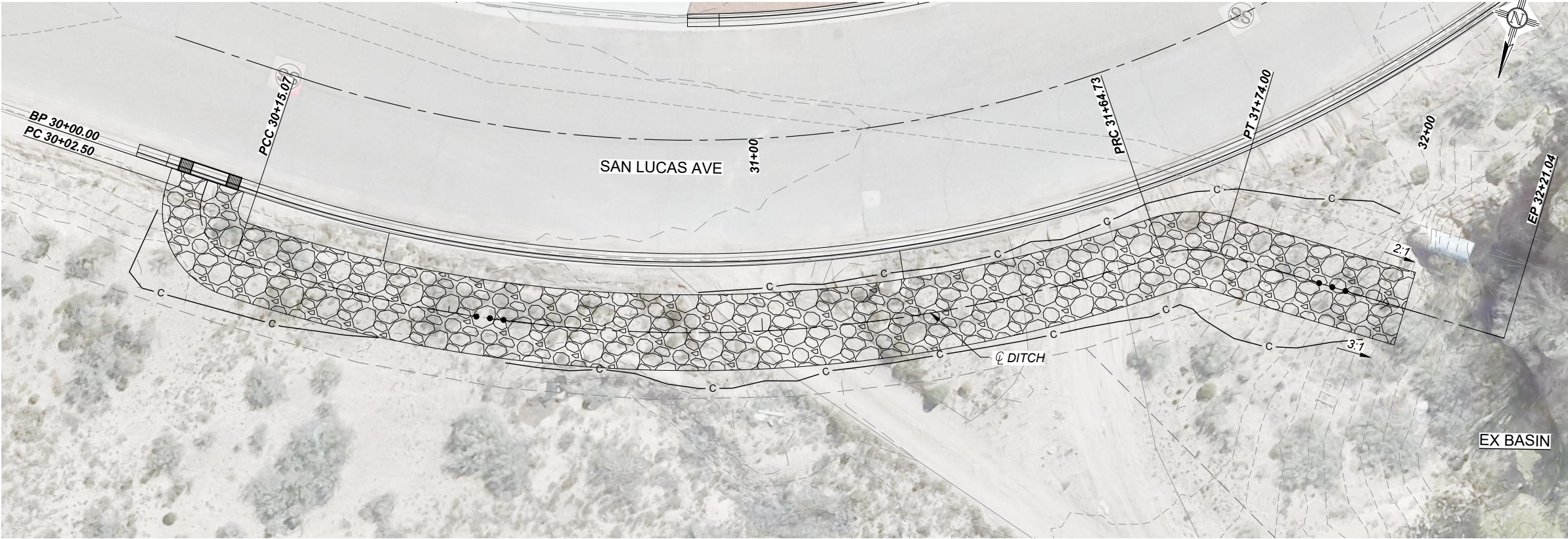
CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			
NO.			

CN L300288

RIO COMMUNITIES DRAINAGE IMPROVEMENTS

ROADWAY PLAN



GENERAL NOTES

1. RIPRAP SHALL ADHERE TO NMDOT SECTION 602 SPECIFICATION.
2. SEE PROPOSED TYPICAL SECTION 1: DITCH ON SHEET 2-2.

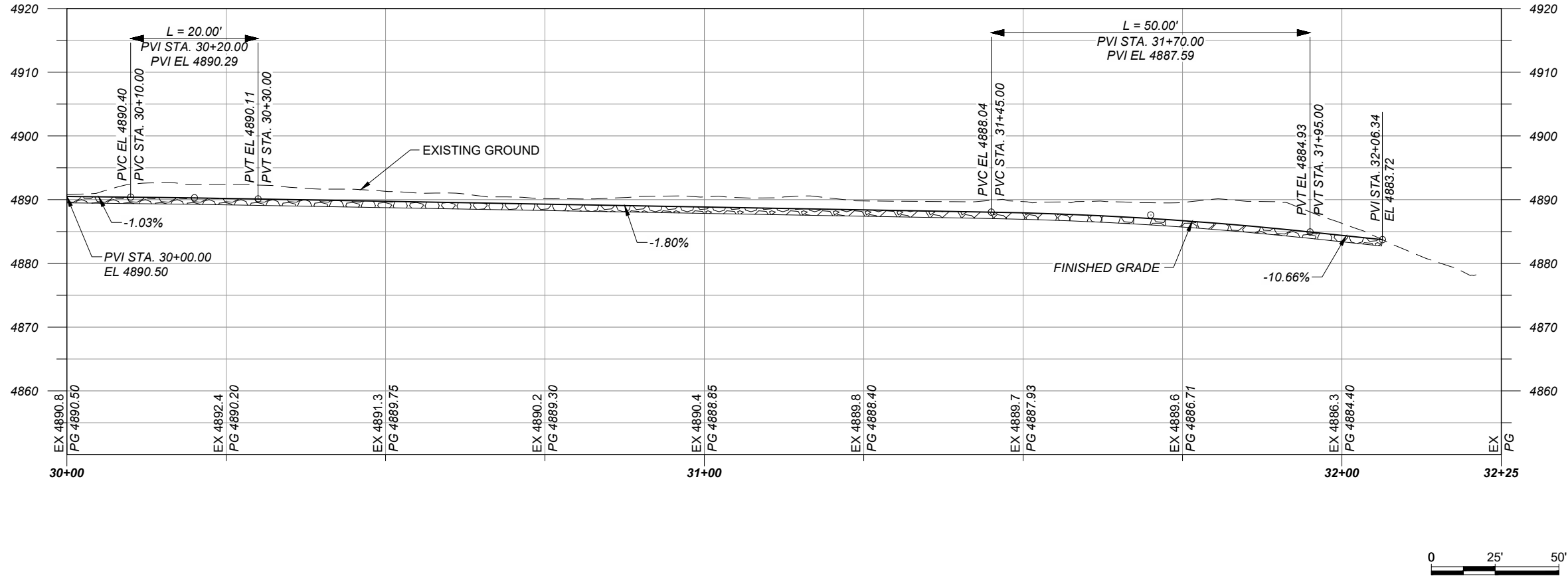


CITY OF RIO COMMUNITIES

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

LEGEND

- RIPRAP NMDOT CLASS A
- SLOPE LIMITS



AUG 28, 2023

CN L300288
RIO COMMUNITIES DRAINAGE IMPROVEMENTS
DITCH PLAN AND PROFILE

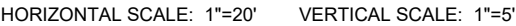
CITY OF RIO COMMUNITIES

- | NO. | DESCRIPTION | DATE | BY |
|-----|-------------|------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |

CN L300288



AUG 28, 2023



PROJECT DEVELOPED BY: HDF

CITY OF RIO COMMUNITIES, NM
RESOLUTION 2023-XX

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Rio Communities and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be **\$121,571** to be funded by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or **\$121,571**

and

b. ***The City of Rio Communities'*** proportional matching share shall be 0% or **\$0.00**

TOTAL PROJECT COST IS **\$121,571**

The City of Rio Communities shall pay all costs, which exceed the total amount of **\$121,571**.

Now therefore, be it resolved in official session that The City of Rio Communities determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2027 (for Laws of 2023)** and the City of Rio Communities 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 the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Cooperative Agreement Control Number **C3233370** with the New Mexico Department of Transportation for Capital Outlay (**Laws of 2023**) to **plan, design, construct and equip street lights along Horner street in Rio Communities in Valencia county** within the control of the Governing Body in City of Rio Communities, Valencia County, New Mexico.

**PASSED, APPROVED AND ADOPTED THIS 25th DAY OF SEPTEMBER 2023 BY THE GOVERNING
BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

City of Rio Communities Governing Body

Joshua Ramsell
Mayor

Margaret R. Gutjahr
Mayor Pro-tem

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Lalena Aragon,
Deputy Clerk

Contract Number: _____
Vendor Number: 00000110108
Control Number: C3233370

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Rio Communities, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2023, HB505, Chapter 199, Section 33, Subsection 104, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID H3370 NMDOT Control Number C3233370 **\$121,571**
APPROPRIATION REVERSION DATE: 6/30/2027

Laws of 2023, Chapter 199, Section 33, Subsection 104, One Hundred Twenty One Thousand Five Hundred Seventy One Dollars and No Cents (\$121,571), to plan, design, construct and equip street lights along Horner street in Rio Communities in Valencia county. .

The Grantee’s total reimbursements shall not exceed One Hundred Twenty One Thousand Five Hundred Seventy One Dollars and No Cents \$121,571 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, Zero Dollars and No Cents (\$ 0.00), which equals One

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

Hundred Twenty One Thousand Five Hundred Seventy One Dollars and No Cents (**\$121,571**) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Rio Communities

Name: Lisa Adair
Title: Municipal Clerk
Address: 360 Rio Communities Blvd, Rio Communities, New Mexico 87002
Email: ladair@riocommunities.net
Telephone: 505-861-6803

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 3 Office
Name: Marguerite Johnson
Title: Capital Outlay District Coordinator
Address: P.O. Box 91750, Albuquerque, NM 87199-1750
Email: Marguerite.Johnson@dot.nm.gov
Telephone: 505-490-3502

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in

Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Rio Communities may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Rio Communities’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Rio Communities or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Rio Communities or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Rio Communities may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Rio Communities only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

DocuSigned by:

Christine Schwamberger

59367CA1DB434D1...

By: Aaron Frankland or Designee

Its: Deputy General Counsel

9/6/2023

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1										
I. Grantee Information					II. Payment Computation					
(Make sure information is complete & accurate)					A. Payment Request No.					
A.	Grantee:				B.	Grant Amount:				
B.	Address:				C.	AIPP Amount (If Applicable):				
(Complete Mailing, including Suite, if applicable)					D.	Funds Requested to Date:				
					E.	Amount Requested this Payment:				
					F.	Reversion Amount (If Applicable):				
					G.	Grant Balance:				
City State Zip					H.	<input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)				
C.	Phone No:				I.	<input type="checkbox"/> Final Request for Payment (if Applicable)				
D.	Grant No:									
E.	Project Title:									
F.	Grant Expiration Date:									
III. Fiscal Year :										
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)										
IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.										
V. <input type="checkbox"/> Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.										
Grantee Fiscal Officer					Grantee Representative					
or Fiscal Agent (if applicable)										
Printed Name					Printed Name					
Date:					Date:					
(State Agency Use Only)										
Vendor Code:			Fund No.:			Loc No.:				
I certify that the State Agency financial and vendor file information agree with the above submitted information.										
Division Fiscal Officer					Division Project Manager					
Date					Date					

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHEMNT A

The City of Rio Communities shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Rio Communities shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.