



## The Purchasing Memo

**Date:** December 2, 2025

**To:** Governing Body, Finance Committee, and Quality of Life Committee

**Via:** Elisa Montoya Community Development Director ELISA D. MONTOYA  
ELISA D. MONTOYA (Dec 2, 2025 14:21:12 MST)

**From:** Faviola Chavez Affordable Housing Director Faviola A Chavez  
Faviola A Chavez (Dec 2, 2025 14:13:42 MST)

**Subject:** Affordable Housing Trust Fund (AHTF) Program Year 2025 - FY26

**Vendor Name:** TWG Nueva Acequia 4% LIHTC

**Munis Vendor Number:** 10877

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### ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this Affordable Housing Trust Fund contract in the total amount of \$935,000 to TWG in partnership with Santa Fe County. The recommended award will support the construction of 106 affordable housing units of the Nueva Acequia 4% Santa Fe County 4 LLC. This project is approved for 4% LIHTC and state gap funds by the NM Mortgage Finance Authority. These units will remain affordable until 2072. 25% of the units will be set aside for households with children, and 33 units will be set-aside for disabled and/or victims of domestic violence. The remainder of the units are for general income qualified tenants. In partnership with the County, services will be provided by the Community Housing Trust, the NM Department of Health, Youth Works, and the Boys and Girls Club. Services will include; and are not limited to, financial and credit counseling, limited health screening, health and nutrition education, career services, and youth programming.

### CONTRACT NUMBER:

The FY26 Munis contract number is TBD

### BACKGROUND AND SUMMARY:

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales. In recent years, the Governing Body has committed \$3,000,000 annually to the trust fund to respond to the urgent housing needs in Santa Fe. These funds are used for affordable housing projects and activities to benefit income-qualified households. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five-Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified

beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Proposals on July 10, 2025, Amendment 1 released on July 25, 2025, and Amendment 2 released on August 1, 2025, to solicit proposals focused on supporting eligible costs associated with the acquisition, development, construction, renovation, conversion, financing, operation, or ownership of affordable housing—or related supporting infrastructure.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

An estimated balance of \$3,675,000 in the AHTF is available. Funding recommendations were made by the City’s Community Development Commission (CDC) at the CDC meetings on August 20, 2025 and November 19, 2025. The following criteria was evaluated by the CDC to make funding recommendations:

**Tier 1**

No.	Rating Criteria	Point Values
1	Team Qualifications & Past Relevant Projects	20
2	Clarity, Logic, and Execution Strategy	20
3	Affordability Duration	10
4	Leverage	10
5	Investment Impact	15
6	Readiness & Feasibility	15
7	Resident Well-Being	10
4	Local Preference	3% or 6% of the total available points

**Tier 2**

No.	Rating Criteria	Point Values
1	Program Alignment	20
2	Organizational Capacity	20
3	Outcomes & Measurability	15
4	Equity & Accessibility	15
5	Investment Impact	10
6	Readiness to Proceed	10
7	Use of Funds	10
4	Local Preference	3% or 6% of the total available points*

Twelve applications were submitted for the AHTF funds. Twelve AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission’s recommendations:

Applications Received			Awarded Projects		
Tier 2	St. Elizabeth	\$ 250,000	Tier 2	St. Elizabeth	\$ -
Tier 2	Life Link	\$ 250,000	Tier 2	Life Link	\$ -
Tier 1	SF Housing Authority	\$ 2,000,000	Tier 1	SF Housing Authority	\$ -
Tier 2	Youthworks	\$ 225,000	Tier 2	Youthworks	\$ -
Tier 2	SF Recovery	\$ 106,580	Tier 2	SF Recovery	\$ -
Tier 1	TWG Development 4%	\$ 1,245,500	Tier 1	TWG Development 4%	\$ 935,000.00
Tier 1	TWG Development 9%	\$ 676,251	Tier 1	TWG Development 9%	\$ 565,000.00
Tier 1	Interfaith - withdrew	Withdrawn	Tier 1	Interfaith - withdrew	\$ -
Tier 2	Adelante	\$ 64,200	Tier 2	Adelante	\$ -
Tier1	SF Community Housing Trust	\$ 900,000	Tier1	SF Community Housing Trust	\$ 675,000.00
Tier 2	SF Community Housing Trust	\$ 200,000	Tier 2	SF Community Housing Trust	\$ -
Tier 1	Habitat for Humanity	\$ 225,000	Tier 1	Habitat for Humanity	\$ -
Tier 2	Habitat for Humanity	\$ 125,000	Tier 2	Habitat for Humanity	\$ -
Tier 1	Homewise	\$ 2,000,000	Tier 1	Homewise	\$ 1,500,000.00
Tier 2	Homewise	\$ 1,000,000	Tier 2	Homewise	\$ -
Tier 1	Sandoval Construction	\$ 200,000	Tier 1	Sandoval Construction	\$ -
<b>TOTAL</b>		<b>\$ 9,467,531</b>	<b>TOTAL</b>		<b>\$ 3,675,000.00</b>

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** AHTF/240

**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223

**Munis Object Name/Number:** Subsidy Payments/510500

**Budget Officer / Designee:** Andy Hopkins **Date:** 12/03/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

**The procurement method used was NMSA 1978, Section 13-1-111, RFP 26006**

**Construction**

\$935,000 to subsidize the construction of 106-affordable housing units of the Nueva Acequia 4% Santa Fe County LLC. The project has been approved for Low Income Housing Tax Credit (LIHTC) application with the New Mexico Mortgage Finance Authority. The AHTF can be used to support the construction of low to moderate income housing. This project will be a total of 106 units.

The following units will be set aside as Affordable Housing units for households:

AMI	Studio	One-Bedroom	Two-Bedroom	Three-Bedroom	Total
30%	1	1	4	4	10
40%	2	1	2	1	6
50%	17	28	2	1	48
60%	6	20	4	1	31
70%	0	0	0	0	0
80%	1	1	4	5	11
Market	0	0	0	0	0
<b>Total</b>	<b>27</b>	<b>51</b>	<b>16</b>	<b>12</b>	<b>106</b>

**Chief Procurement Officer (CPO)/Designee:**  **Date:** 12/03/2025

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Treasury/Point of Sale Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract











# (b) Final Purchasing\_Memo\_V7\_4.21\_.25\_ TWG 4%

Final Audit Report

2025-12-02

Created:	2025-12-02
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAavyBlmyvg6CVWBWuwySyAGv6gTtdanwWL

## "(b) Final Purchasing\_Memo\_V7\_4.21\_.25\_ TWG 4%" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2025-12-02 - 8:47:00 PM GMT- IP address: 63.232.20.2
-  Document emailed to fachavez@santafenm.gov for signature  
2025-12-02 - 8:47:23 PM GMT
-  Email viewed by fachavez@santafenm.gov  
2025-12-02 - 9:13:26 PM GMT- IP address: 104.47.64.254
-  Signer fachavez@santafenm.gov entered name at signing as Faviola A Chavez  
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-  Document e-signed by Faviola A Chavez (fachavez@santafenm.gov)  
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-  Document emailed to ELISA MONTOYA (edmontoya1@santafenm.gov) for signature  
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2025-12-02 - 9:20:42 PM GMT- IP address: 104.47.64.254
-  Signer ELISA MONTOYA (edmontoya1@santafenm.gov) entered name at signing as ELISA D. MONTOYA  
2025-12-02 - 9:21:10 PM GMT- IP address: 63.232.20.2
-  Document e-signed by ELISA D. MONTOYA (edmontoya1@santafenm.gov)  
Signature Date: 2025-12-02 - 9:21:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-12-02 - 9:21:12 PM GMT



## **CITY OF SANTA FE**

### **PROFESSIONAL SERVICES CONTRACT**

#### **GB - TWG 4% - AHTF - RFP #26006**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and TWG Development, LLC, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

#### **RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

#### **1. SCOPE OF WORK**

The Contractor shall provide the following services for the City:

TWG, the “Contractor”, shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

- A. Contractor will use \$935,000 AHTF Funds to subsidize the construction of 106 affordable housing units of the Nueva Acequia 4% Santa Fe County, LLC. The project has a pending Low Income Housing Tax Credit (LIHTC) application with the New Mexico Mortgage Finance Authority. As the LIHTC funding

is determined and development conditions evolve. AHTF can be used to support the construction of low to moderate income housing.

This project will be a total of 106 units.

The following units will be set aside as Affordable Housing units for households:

at 30% or below the Area Median Income (AMI): One (1) Studio, One (1) One-Bedroom, Four (4) Two-Bedroom and Four (4) Three-Bedroom for a total of 10;

at or below 40% of the Area Median Income (AMI): Two (2) Studio, One (1) One-Bedroom, Two (2) Two-Bedroom and Three (1) Three-Bedroom for a total of 6 units;

at or below 50% of the Area Median Income (AMI): Seventeen (17) Studios, Twenty-eight (28) One-Bedroom, Two (2) Two-Bedroom and One (1) one Three-Bedroom units for a total of 48 units;

at or below 60% of the Area Median Income (AMI): Six (6) Studio, Twenty (20) One-Bedroom, Four (4) Two-Bedroom and One (1) Three Bedroom units for a total of 31 units;

at or below 80% of the Area Median Income (AMI): One (1) Studio, One (1) One-Bedroom, Four (4) Two-Bedroom and Five (5) Three-Bedroom units for a total of 11 units and a project total development of 106 units.

The subsidy will be applied to support the gap financing for the LIHTC.

B. The Contractor shall maintain complete, accurate, and well-organized records to support all reported activities and expenditures. Required documentation includes construction progress records, cost verification, procurement files, contractor invoices, compliance certifications, and all supporting materials necessary for annual monitoring and audit review. All records must demonstrate adherence to program requirements and verify the proper use of infrastructure and development funds.

Contractor will report to the City on a quarterly basis the use of funds.

## **2. STANDARD OF PERFORMANCE; LICENSES**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to GB - TWG 4% - AHTF - RFP #26006 for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

### 3. COMPENSATION

- A. For the services and goods described in the scope of work, the City agrees pay the Contractor \$935,000.00. The services and goods in the contract include GRT. The total compensation for the contract including GRT is \$ 935,000.00
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

### 4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **one (1) years from date of final signature** unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

### 5. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
  - 1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  - 2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that

cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

## **6. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## **7. STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. 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 as a result of this Contract. 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 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 Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

## **9. SUBCONTRACTING**

. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. RELEASE**

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

**11. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. AMENDMENT**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

**15. ENTIRE AGREEMENT**

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

**16. MERGER**

This Contract incorporates all the Contracts, 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 contract.

All terms and conditions of the **GB - TWG 4% - AHTF - RFP #26006** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. PENALTIES FOR VIOLATION OF LAW**

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

**18. EQUAL OPPORTUNITY COMPLIANCE**

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

**19. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, 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 Contract.

**20. 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 Contract may be terminated by the City.

**21. PROFESSIONAL LIABILITY INSURANCE**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract.

**22. OTHER INSURANCE**

Contractor shall maintain other insurance as appropriate providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance as a condition prior to performing services under this Contract.

**22.1. COMMERCIAL GENERAL LIABILITY**

Insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**22.2. BROADER COVERAGE AND LIMITS**

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

**23. RECORDS AND FINANCIAL AUDIT**

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

**24. INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the City 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer,

agent, employee, servant or subcontractor under this Contract 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.

**25. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. INVALID TERM OR CONDITION**

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

**27. ENFORCEMENT OF CONTRACT**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

**28. NOTICES**

Any notice required to be given to either party by this Contract 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:

<p><b><u>To the City:</u></b>          Chief Procurement Officer  <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a>          PO Box 909          Santa Fe, NM 87504-0909</p>	<p>Affordable Housing          Director          123 E Marcy          Santa Fe, NM 87501  <a href="mailto:fachavez@santafenm.gov">fachavez@santafenm.gov</a>          (505) 955-6346</p>	<p><b><u>To the Contractor:</u></b>          TWG          Megan Adams          1301 E Washington Street, Suite          100          Indianapolis, IN 46202  <a href="mailto:madams@twgdev.com">madams@twgdev.com</a>          (619) 889-3085</p>
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**29. AUTHORITY**

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

**30. NON-COLLUSION**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. DEFAULT/BREACH**

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

**32. EQUITABLE REMEDIES**

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. DEFAULT AND FORCE MAJEURE**

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

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

CITY OF SANTA FE - APPROVAL

TWG Development, LLC

SIGNATURE

Alan M. Webber

FULL NAME

Mayor

TITLE

DATE SIGNED

*Megan Adams*

Megan Adams (Nov 25, 2025 12:23:55 PST)

SIGNATURE

Megan Adams

FULL NAME

Regional Development Director, West

TITLE

Nov 25, 2025

DATE SIGNED

85-6000073

NMBTIN#

ATTEST

SIGNATURE

Andrea Salazar

FULL NAME

City Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

  
Sarah Piltch (Nov 25, 2025 15:18:22 MST)

SIGNATURE

Sarah Piltch

FULL NAME

Assistant City Attorney

TITLE

Nov 25, 2025

DATE SIGNED

APPROVED FOR FINANCES

*Emily K. Oster*

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**SIGNATURE**

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Emily Oster

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**FULL NAME**

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Finance Director

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**TITLE**

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12/03/2025

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**DATE SIGNED**