Agenda

Regular Meeting of the Public Works and Utilities Committee
June 16, 2025 at 4:00 PM
Randall Davey Audubon Center
1800 Upper Canyon Road
Santa Fe, NM 87501

Procedures for Public Works and Utilities Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
7. Action Items: Consent Agenda

   a. Request for Approval of the May 19, 2025, Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

   Committee Review:
   Public Works and Utilities Committee: 06/02/2025

   b. Request for Approval of the June 2, 2025, Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

   Committee Review:
   Public Works and Utilities Committee: 06/16/2025

   c. Request for Approval of a General Services Contract with Valli Information Systems for Utility Bill Prints, Postage, and Insert Information in the Total Amount of $3,061,706.30 for a Ten-Year Term. (Nancy L. Jimenez, Utility Billing Director; nljimenez@santafenm.gov)

   Committee Review:
   Public Works and Utilities Committee: 06/16/2025
   Finance Committee: 06/23/2025

Governing Body: 06/25/2025

d. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $175,760 from the Wastewater Enterprise Fund to the Professional Contracts to Support Procurement and Emergency Staffing with HireQuest for the Wastewater Division. (Michael Dozier, WW Division Director: mldozier@santafenm.gov and Leroy Alavarado, Opreations Manager: lmalvarado@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

e. Request for Approval of Amendment No. 3 to General Services Contract Item #22-0269 with Mobile Clean Car Wash to Increase the Compensation of $156,240 for a New Total Amount of $624,960 and Extend the Term to June 30, 2026, for Auto Detailing of the Environmental Services Fleet. (Abe Sanchez, SWM Equipment Operator; ajsanchez@santafenm.gov and Martin Valdez, Heavy Equipment Mechanic Supervisor; mjvaldez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

f. Request for Approval of Amendment No. 1 to Item #24-0709 Governmental Services Agreement #25-0521-0300-0062 with the New Mexico, Energy, Minerals, and Natural Resources Department to Extend the Term to June 30, 2026, for the Balanced Resources Acquisition and Information Network, a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

g. Request for Approval of a Construction Contract with AUI, Inc. for On-Call Bridge and Culvert Maintenance and Repair Services in the Total Amount of $4,000,000 excluding NMGRT for a Four-Year Term. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/16/2025

Finance Committee: 06/23/2025
Governing Body: 06/25/2025

h. Request for Approval of a Fund Capital Appropriation Project C5223170 with the New Mexico Department of Transportation for Pedestrian and Bicycle Improvements along Pacheco Street in the Total Amount of $150,000 through June 30, 2026. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $150,000 to FY 2025 Complete Streets Revenue and Expenses for Pacheco Street Pedestrian and Bicycle Improvements Project.

Committee Review:
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

i. Request for Approval of a Construction Contract with HEI Inc. for the Purchase and Installation of Two New Emergency Generators, and Relocation of the Existing Emergency Generator for the Santa Fe Regional Airport in the Total Amount of $352,822.60 through June 30, 2034. (Sebastian Gallegos, Airport Project Administrator; sfgallegos@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

j. Request for Approval to Purchase an MB3 Broom Plow for the Santa Fe Regional Airport from MB Companies, Inc. in the Total Amount of $865,840.47. (Allan Mantle, Airport Operations Manager, apmantle@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

k. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Michael Garcia)
A Resolution Establishing the City of Santa Fe as a Vision Zero City and Directing the City Manager to Take Action in Support of the Vision Zero Goal. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Bicycling and Pedestrian Advisory Committee: 06/12/2025

Public Works and Utilities Committee: 06/16/2025
Quality of Life Committee: 06/18/2025
Governing Body: 06/25/2025

l. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber) A Resolution Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Third Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 6/11/2025
Public Works and Utilities Committee: 6/16/2025
Quality of Life Committee: 6/18/2025
Finance Committee: 6/23/2025
Governing Body: 6/25/2025

m. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)
Be it Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm Around Outlet Conduit, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing all Action Inconsistent with this Ordinance; and Authorizing the Taking of other Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/14/2025
Governing Body (Public Comment): 05/28/2025
Public Works and Utilities Committee: 06/02/2025 (Postponed to 06/16/25 for noticing)
Finance Committee: 06/09/2025
Public Works and Utilities Committee: 06/16/25
Governing Body (Public Hearing): 06/25/2025

n. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO.

2025-_____. (Mayor Alan Webber and Councilor Carol Romero-Wirth) Authorizing the Issuance and Sale of City of Santa Fe, New Mexico, Tax-Exempt General Obligation Improvement Bonds, Series 2025, in the Principal Amount of $25,000,000, Payable from Ad Valorem Taxes Levied on All Taxable Property Within the City, Levied Without Limit as to Rate or Amount; Providing for the Form, Certain Terms and Conditions of the Bonds, the Manner of their Execution, and the Method of and Security for Payment Thereof; Delegating Authority to Each of the Mayor, City Manager and City Finance Director to Approve a Form of Notice of Competitive Sale of the Bonds or, if Deemed Advisable, the Selection of Underwriters to Sell the Bonds in a Negotiated Sale, and to Determine the Maturity Dates and Amounts, Interest Rates, Prices, Redemption Features and Other Final Terms of the Bonds in an Award Certificate; Approving the Form of an Agreement for Registrar and Paying Agent Services to be Provided by Bokf, Na and Authorizing its Execution and Delivery; and Providing for Other Details Concerning the Bonds. (Emily Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Governing Body (Public Comment): 06/11/2025
Public Works and Utilities Committee: 06/16/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: June 30, 2025
14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

Agenda

Regular Meeting of the Public Works and Utilities Committee
May 19, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
   a. Update on the Nichols Dam Outlet Works Rehabilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)
   b. ICIP Process Update (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)
7. Action Items: Consent Agenda
   a. Request for Approval of the May 5, 2025 Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 05/19/2025

   b. Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services with Term Ending June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 05/19/2025
      Finance Committee: 05/27/2025
      Governing Body: 05/28/2025

   c. Request for Approval of Amendment No. 2 to Item # 23-0157 with Thatcher

Company of Arizona, Inc. to Increase the Compensation by $62.890.08 for a New Total Contract Amount of $4,641,890.08 to Provide Chemicals for the Treatment of Drinking Water at the Canyon Road Water Treatment Plant. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov and Leroy Alvarado, Wastewater Management Division Operations Supervisor, lmalvarado@santafenm.gov)

Committee Review:
Public Works and Ultility Committee: 05/19/2025
Fiannce Committee: 05/27/2025
Governing Body: 05/28/2025

d. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0224 with GME General Building LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Gloriosos-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

e. Request for Approval of Amendment No. 3 to Construction Contract Item #23-0565 with CF Padilla to Increase the Compensation by $606,315.66 for a New Total Amount Not to Exceed $19,839,842.92, Including NMGRT for Construction of the Nichols Dam Rehibilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $606,316.00 from the Water Enterprise Fund Balance to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation Project.

Committee Review
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

f. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth and Mayor Alan Webber)
A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review
Governing Body (Introduced): 04/30/2025
Governing Body (Public Comment): 05/14/2025

Public Works and Utilities Committee: 05/19/2025
Finance Committee: 06/09/2025
Governing Body (Public Hearing): 06/11/2025

8. Action Items: Discussion Agenda
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: June 2, 2025
13. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

Regular Meeting of the Public Works and Utilities Committee
May 19, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

---

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 5:01 PM, on Monday, May 19, 2025, in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Amanda Chavez
Councilor Michael Garcia
Councilor Alma Castro
Councilor Lee Garcia (Arrived at 5:05 PM)

MEMBERS EXCUSED
Councilor Romero-Wirth

OTHER PARTICIPANTS ATTENDING
Regina Wheeler, Public Works Director
Taylor Jurgens, Engineer, Public Utilities
Jesse Roach, Interim Public Utilities Director

3. Approval of Agenda

A motion was made by Councilor Michael Garcia, seconded by Councilor Castro to approve the agenda.

The Agenda was approved by unanimous voice vote.

4. Approval of Consent Agenda

Item 7d was removed from the Consent Agenda for discussion.

Councilor Castro made a motion to approve the Consent Agenda as amended, seconded by Councilor Michael Garcia.

The motion was approved unanimously by roll call vote.

5. Public Comment

6. Presentations

   a. Update on the Nichols Dam Outlet Works Rehabilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

Taylor Jurgens gave a presentation regarding the Nichols Dam Rehibilitation Project.

Councilor Lee Garcia arrived at the meeting at 5:05 PM.

   b. ICIP Process Update (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Regina Wheeler gave a presentation on the ICIP Process Update.

7. Action Items: Consent Agenda

   a. Request for Approval of the May 5, 2025 Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 05/19/2025

Approved on Consent.

   b. Request for Approval of a Construction Contract with Great Western Electrical, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services with Term Ending June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 05/19/2025
      Finance Committee: 05/27/2025
      Governing Body: 05/28/2025

Approved on Consent.

   c. Request for Approval of Amendment No. 2 to Item # 23-0157 with Thatcher Company of Arizona, Inc. to Increase the Compensation by $62.890.08 for a New Total Contract Amount of $4,641,890.08 to Provide Chemicals for the Treatment of Drinking Water at the Canyon Road Water Treatment Plant. (Michael Dozier, Wastewater Division Director, mldozier@santafenm.gov and Leroy Alvarado, Wastewater Management Division Operations Supervisor, lmalvarado@santafenm.gov)

      Committee Review:
      Public Works and Ultility Committee: 05/19/2025
      Fiannce Committee: 05/27/2025
      Governing Body: 05/28/2025

Approved on Consent.

d. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0224 with GME General Building LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Gloriosos-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

Regina Wheeler answered Councilor Castro's questions regarding Item 7d.

A motion was made by Councilor Castro, seconded by Councilor Michael Garcia, to approve Item 7d.

The motion passed unanimously by roll call vote.

e. Request for Approval of Amendment No. 3 to Construction Contract Item #23-0565 with CF Padilla to Increase the Compensation by $606,315.66 for a New Total Amount Not to Exceed $19,839,842.92, Including NMGRT for Construction of the Nichols Dam Rehibilitation Project. (Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $606,316.00 from the Water Enterprise Fund Balance to Water WIP Construction for the Nichols Dam Outlet Works Rehabilitation Project.

Committee Review
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 05/27/2025
Governing Body: 05/28/2025

Approved on Consent.

f. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth and Mayor Alan Webber)
A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review
Governing Body (Introduced): 04/30/2025
Governing Body (Public Comment): 05/14/2025
Public Works and Utilities Committee: 05/19/2025

Finance Committee: 06/09/2025
Governing Body (Public Hearing): 06/11/2025

Approved on Consent.

8. Action Items: Discussion Agenda
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: June 2, 2025
13. Adjourn

The meeting was adjourned at 5:36 PM.

Liaison

Chair

Agenda

Regular Meeting of the Public Works and Utilities Committee
June 2, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

Join on Zoom: https://santafenm-gov.zoom.us/j/84414126510
Webinar ID: 844 1412 6510

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
   a. Parks & Open Space Capital Projects Update (Scott A. Overlie, PW Project Manager III; saoverlie@santafenm.gov)
7. Action Items: Consent Agenda
   a. Request for Approval of the May 19, 2025 Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/02/2025

   b. Request for Approval of a Budget Amendment Resolution in the Total Amount of $150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, clgrosse@santafenm.gov).

      Committee Review
      Public Works and Utilities Committee: 06/02/2025
      Finance Committee: 06/09/2025
      Governing Body: 06/11/2025

   c. Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of $360,307.40 Excluding

NMGRT. (Jose Lerma, Traffic Operations Manager, jnlerma@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

d. Request for Approval of Memorandum of Agreement with Santa Fe Public Schools for the School Crossing Guard Program in the Total Amount of $900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

e. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30 Through September 30, 2025. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,458 from the MOA to Transit FY25 Revenue, Vehicles Under 1.5 Tons and Data Processing Equipment.

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

f. Request for Approval to Exercise Renewal Option on Item #23-0689 with Vector Airport Systems LLC, for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport. (Kelly Bynon, Administrative Manager; kabynon@santafenm.gov and Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Commitee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

g. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez)
A Resolution Identifying City Property at 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing

Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Public Works and Utilities: 06/02/2025
Governing Body Special Meeting: 06/03/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: June 9, 2025
14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

Regular Meeting of the Public Works and Utilities Committee
June 2, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Romero-Wirth at 5:04 PM, on Monday, June 2, 2025, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Amanda Chavez (arrived at 5:07 PM)
Councilor Lee Garcia (Arrived at 5:09 PM)
Councilor Michael Garcia
Councilor Alma Castro
Councilor Carol Romero-Wirth

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Regina Wheeler, Public Works Director
Scott Overlie, Public Works Project Manager III
Melissa McDonald, Parks and Open Space Division Director
Henri Hammond-Paul, Community Health and Safety Director

3. Approval of Agenda

Item 7a Minutes was removed from the agenda.

A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to approve the agenda as amended.

The motion passed unanimously by voice vote.

4. Approval of Consent Agenda

Item 7g was removed from the consent agenda for discussion by Councilor Castro, Councilor Michael Garcia, and Councilor Lee Garcia.

A motion was made by Councilor Castro, seconded by Councilor Michael Garcia to approve the Consent Agenda amended.

The motion passed unanimously by voice vote.

5. Public Comment

Councilor Chavez arrived at the meeting at 5:07 PM and took over chairing the meeting.

Councilor Lee Garcia arrived at 5:09 PM

6. Presentations

   a. Parks & Open Space Capital Projects Update (Scott A. Overlie, PW Project Manager III; saoverlie@santafenm.gov)

A presentation was given by Scott Overlie and Melissa McDonald regarding Capital Projects Updates.

7. Action Items: Consent Agenda

   a. Request for Approval of the May 19, 2025 Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/02/2025

Removed from the agenda.

   b. Request for Approval of a Budget Amendment Resolution in the Total Amount of $150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, clgrosse@santafenm.gov).

      Committee Review
      Public Works and Utilities Committee: 06/02/2025
      Finance Committee: 06/09/2025
      Governing Body: 06/11/2025

Approved on Consent.

   c. Request for Approval to Purchase Roadway Marking Materials from 3M Library Transportation Safety Division in the Total Amount of $360,307.40 Excluding NMGRT. (Jose Lerma, Traffic Operations Manager, jnlerma@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

Approved on Consent.

d. Request for Approval of Memorandum of Agreement with Santa Fe Public Schools for the School Crossing Guard Program in the Total Amount of $900,000 for a Four Year Term. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

Approved on Consent.

e. Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30 Through September 30, 2025. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,458 from the MOA to Transit FY25 Revenue, Vehicles Under 1.5 Tons and Data Processing Equipment.

Committee Review:
Public Works and Utilities Committee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

Approved on Consent.

f. Request for Approval to Exercise Renewal Option on Item #23-0689 with Vector Airport Systems LLC, for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport. (Kelly Bynon, Administrative Manager; kabynon@santafenm.gov and Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Commitee: 06/02/2025
Finance Committee: 06/09/2025
Governing Body: 06/11/2025

Approved on Consent.

g. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez)
A Resolution Identifying City Property at 2395 Richards Avenue as a Location for a Micro Community to Provide Shelter and Supportive Services for Individuals Experiencing Homelessness in Santa Fe. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/28/2025
Public Works and Utilities: 06/02/2025
Governing Body Special Meeting: 06/03/2025
Quality of Life Committee: 06/04/2025
Governing Body: 06/11/2025

A motion was made by Councilor Romero-Wirth, seconded by Councilor Alma Castro, to Approve item 7g.

Henri Hammond-Paul gave a presentation on Item 7g.

The motion was approved by Roll Cal Vote:

Councilor Castro - Yes
Councilor Michael Garcia - Abstained
Councilor Lee Garcia - Yes
Councilor Romero-Wirth - Yes
Chair Chavez - Yes

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: June 9, 2025
14. Adjourn

The meeting was adjourned at 6:19 PM.

Liaison

Chair

CITY OF SANTA FE

Date: May 29, 2025

To: Governing Body
Finance Committee
Public Utilities/Public Works Committee

Via: Jesse Roach, Interim Public Utilities Director JR

From: Nancy Jimenez, Utility Billing Division Director NLJ

Subject: Printing and Mailing Services for Utility Bills and other Mailings

Vendor Name: Valli Information Systems INC., DBA Postal Pros Southwest

Vendor Number: 7852

ITEM AND ISSUE:
Request for the Approval of the Invitation to Bid (ITB) #25146 in the total amount of $3,061,706.30 for utility bill prints, postage and insert information, for 10 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L. Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:

The City of Santa Fe seeks to secure the services of a qualified vendor for the comprehensive management of its utility billing distribution processes. Historically, the City has relied on an external provider for the printing, mailing, and delivery of utility bills to ensure timely communication with approximately 42,000 utility customers on a monthly basis. These services are essential for maintaining cash flow, providing mandated water quality reporting, and distributing important account-related notices and outreach materials.

This ITB reflects the City's commitment to improving service reliability, operational efficiency, and environmental sustainability while preparing for future system enhancements. Over time, the scope of work has expanded to include not only routine bill mailings but also more complex deliverables such as:

- Integration with Paymentus Corp. for electronic billing,
- Print and digital delivery of targeted inserts (e.g., water conservation outreach, leak/lien letters),
- On-demand statement redesign,

- Lockbox processing compatibility, and
- Digital transformation initiatives, including paperless billing and automated return mail management.

The City's planned migration to a new billing software system will require flexible vendors capable of adapting to new data formats, file submission schedules, and variable billing cycles, which may increase too twice weekly or daily. As a result, this procurement effort is intended to ensure that the selected service provider can meet current needs while supporting evolving future requirements.

Santa Fe has also made it a priority to uphold data security and environmental responsibility, requiring SSAE-16 certification, secure data handling and disposal, electronic delivery options, and material-saving practices (such as withholding return envelopes for customers on autopay).

The utility billing process is a mission-critical operation that directly impacts residents' access to information, billing accuracy, and payment timeliness. Through this contract, the City aims to partner with a vendor capable of meeting high-volume production demands, providing full-color customized billing formats, and maintaining operational continuity through disaster recovery capabilities.

This ITB builds on Santa Fe's prior billing and mailing strategies, taking into account lessons learned, technological advancements, and the increasing importance of customer-friendly communication channels. The selected vendor will play a key role in modernizing the City's customer engagement while ensuring cost-effectiveness and regulatory compliance.

PROCUREMENT METHOD:
The procurement method is the Invitation to Bid (ITB) 25146 which expires on June 30, 2035 or ten (10) years from final signature.

Chief Procurement Officer Approval: JoAnn Lovato Montaño **Date:** 06/06/2025
Comment/Exceptions: General Services procured via ITB

CONTRACT NUMBER:
The FY25 Munis contract number is 3250595
The FY25 Project ledger number is 5110351 561000

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your approval for ITB #25146 to Valli Information Systems INC., DBA Postal Pros Southwest.

Project Ledger #:

Budget Officer Approval: ALEXIS LOTERO (Jun 6, 2025 11:08 MDT) **Date:** 06/06/2025
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐ **Yes** | ☒ **No**

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐ **Yes** | ☒ **No**
If yes -> ☐ **Repair** | ☐ **Replacement**

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes** | ☒ **No**

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ _____
Date:
Approval: _____ **Title:** _____
Date:
Comment & Exceptions: _____

Department Contract Administrator Contact Info:
Nancy Jimenez, Utility Billing Division Director, njimenez@santafenm.gov, 505-955-4364

Attachments:

General Service Contract

Certificate of Liability Insurance

Horizons and Determination

Signature: Nancy L. Jimenez
Nancy L. Jimenez (May 29, 2025 11:48 MDT)

Email: nljimenez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Item #: _____
Munis Contract #: _____
ITB #: 25146

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Valli herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

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

2. **Scope of Work**

A. The Contractor shall be responsible for the weekly printing and mailing of the City's utility bills. If needed, the Contractor shall also print and deliver daily bills, the Annual Water Quality Report (Consumer Confidence Report), and additional reports and inserts, including but not limited to Water Conservation education materials, Collection Letters, Leak Letters, Lien Letters, and Low-Income Annual Renewal Letters. The Contractor shall print inline advertisements, messages, and/or City-provided inserts to accompany bill statements upon request, at no additional cost to the City.

B. Upon the migration to a new billing software system, the Contractor shall redesign or modify utility bills as required. Migration may require changes in file submission times and formats, as well as adjustments to the weekly billing cycle, which may increase to twice a week or daily.

C. The Contractor shall upload electronic bills (e-bills) to Paymentus, the City's online billing and payment platform, for customers who opt for electronic billing.

D. The Contractor shall print, mail, and/or email approximately 40,000 utility bills per month. Billing data files shall be submitted electronically by the City on a weekly or as-needed basis and will be categorized as "Cycle," "Final," or "Single" bills.

E. The Contractor shall accept input data files in at least one of the following formats: .xml, .txt, .pcl, .afp, or .pdf. The City shall submit these files via the Contractor's secure FTP site. The Contractor shall process these files through a custom program to generate two (2) print-ready files: a statement file and a reminder and/or delinquent letter file. Statement files shall be flagged for selected inserts as required by the City. The Contractor shall encode processed files to use specific forms with multiple fonts based on data criteria. The City shall review and approve sample bills prior to printing.

F. The Contractor shall maintain confidentiality in handling customer information. All discarded billings shall be shredded using a crosscut or confetti method and disposed of in a private dumpster or refuse receptacle. Under no circumstances shall customer data be discarded un-shredded or placed in a public dumpster or refuse receptacle. The Contractor must be SSAE 16 certified.

G. The Contractor shall provide a secure data transmission method for sending and receiving files and a confirmation process to verify receipt of all transmitted data.

H. The Contractor shall have the necessary staffing, equipment, and resources to print, fold, insert, sort, and mail bills on a weekly or daily basis as required. All printed bills shall be mailed by the following business day. The Contractor shall use electronic pre-sorting to obtain postal discounts and ensure the lowest possible mailing rates for the City's utility bills, 15-day notices, and special mailings. Each statement shall be bar-coded before printing and comply with USPS Coding Accuracy Support System (CASS), Presort Accuracy Validation Evaluation (PAVE), and Delivery Point Validation (DPV) standards.

I. The Contractor shall maintain an adequate workforce and supply of paper, forms, envelopes, and other materials to fulfill contractual obligations without delays. Failure to perform services due to insufficient staffing or materials may result in contract termination.

J. The Contractor shall print full-color, duplexed statements with graphics, charts, and variable usage graphs to enhance readability and functionality. The Contractor shall provide statement redesign services as part of onboarding. The Contractor must meet the lockbox processor's specifications for barcodes used in payment processing.

K. The Contractor shall procure and warehouse all necessary paper, forms, envelopes, and other supplies at no additional cost to the City. The City shall not be invoiced for these materials.

L. The Contractor shall use preprinted #10 window envelopes with interior security tinting for bill mailings. Each bill shall include one (1) #9 return envelope with security tinting and up to three (3) inserts, unless otherwise specified. Multi-page statements shall be collated, folded, and machine-inserted into the window envelope. The City shall designate which statements require specific inserts.

M. The Contractor shall have the capability to exclude return envelopes for customers enrolled in bank draft payments, as identified by the City, to reduce costs and environmental impact. Customers receiving e-bills shall not receive a printed copy by mail.

N. The Contractor shall provide electronic access to bill inserts through an email attachment or a link for customers receiving bills via email.

O. The Contractor shall provide all-inclusive, per-unit pricing for services rendered, excluding postage costs. The per-unit fee shall include all expenses related to staffing, software, hardware, printing equipment, mailing materials, and any other costs associated with service delivery. No additional charges shall be incurred for jammed, wasted, or obsolete materials.

P. The Contractor shall maintain a disaster recovery plan that includes backup power, offsite data centers, redundant equipment, and a formal disaster recovery site or agreement.

Q. The Contractor shall offer a return mail service to assist with undeliverable mail and provide detailed reporting through a secure online portal.

R. The Contractor shall consolidate multiple bills addressed to the same mailing address into a single package. Intelligent Mail Barcode (IMB) and USPS Full-Service Submission must be utilized. Services shall be accessible through a 24/7 online portal.

S. The Contractor shall implement page-level tracking in the production environment with a closed-loop quality control system. The system shall detect and sort out suspect mail pieces, automatically reprint any unsuccessful documents, and require no human intervention. A mail run data file shall direct job instructions to production equipment.

T. The Contractor shall laser print variable information on perforated paper with a preprinted back. Delinquent accounts shall be marked with "Past Due," while final and reminder notices shall be printed on 60# white paper.

U. The Contractor shall accommodate business rules for statement exclusions before mailing. The Contractor shall provide functionality for City staff to review and approve statements before printing and mailing.

V. The Contractor shall bill postage costs after each billing cycle. If billing occurs daily, postage shall be billed weekly. The City shall not be required to prepay postage.

W. The Contractor shall deliver electronic statements via email to customers who have opted for online account access with the City.

X. The Contractor shall provide secure online access to utility statements for City customer service staff. The system shall allow customers to view, download, save, email, or print statements, with automated email notifications for statement availability. A 24-month statement history shall be maintained.

Y. The Contractor shall archive utility statements in .pdf format for City personnel. Archived statements shall be stored "as printed and mailed," including postal-optimized address corrections, to ensure accuracy.

Z. The Contractor shall provide search capabilities indexed by Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill status, Amount Due, Balance Forward, and Adjustment Amount. The system shall support compound and relational searches, with retrieval speeds not exceeding two seconds. The Contractor shall provide a means to download search results into Excel.

AA. The Contractor shall provide customization and programming services as required by the City.

BB. The Contractor shall reformat data files to match customized statement layouts.

CC. The Contractor shall apply logical processing to data as specified by the City.

DD. The Contractor shall provide print broker services to secure competitive pricing for preprinted envelopes, billing forms, and other printed materials as requested by the City.

3. Compensation.

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A and the current postage rates.

B. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two hundred eighty-three thousand dollars ($283,000) per year, such compensation not to exceed three hundred six thousand one hundred seventy dollars and sixty-three cents ($306,170.63)) per year, including gross receipts tax. The New Mexico gross receipts tax (8.1875%) levied on the amounts payable under this Contract totaling approximately three hundred and six thousand, one hundred seventy dollars and sixty-three cents ($23,170.63) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed $3,061,706.30 over ten (10) years from date of final signature.

C. Payment. The total compensation under this Contract shall not exceed three million sixty-one thousand seven hundred six dollars and thirty cents ($3,061,706.30) - including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.

D. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature** in accordance with NMSA 1978, Sections 13-1-150 through 152**.**

5. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **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.

i. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

ii. 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.

iii. 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 17, "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.*

7. **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 Paragraph 7 herein, or to agree to the reduced funding.

8. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **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.

10. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. 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.

11. 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.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible

personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

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

15. Records and Audit

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

16. Appropriations

The terms of this Contract, and any orders placed under it, 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 legislature, this Contract, and any orders placed under it, shall terminate 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.

17. Release

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

18. 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 prior written approval by the City.

19. Conflict of Interest

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph 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 Paragraph 20 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 Paragraph 20 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.

20. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. Scope of Contract; Merger

This Contract incorporates all the 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 **ITB #25146 and the Contractor's bid are incorporate**d herein by reference and are included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

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

24. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

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, Section 41-4-1, et. seq. NMSA 1978, 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. 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.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

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

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

29. **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.

30. Inspection

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

31. Inspection of Services

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services does not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii. reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

i. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

ii. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a 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.

B. 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.

C. 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.

33. Impracticality of Performance

A party shall be excused from performance under this Contract 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.

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to 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 based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;
ii. allow the Contractor to control the defense of 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 the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of 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 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 City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the

Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Nancy Jimenez, Public Utilities Department 1142 Siler Rd A, Santa Fe, NM 87507	To the Contractor: Valli Information Systems, Inc. 4100 Hawkins St NE, Suite B Albuquerque, NM, 87109

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

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

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:

ALAN WEBBER, CITY MAYOR
DATE: _____

CONTRACTOR:

Brooks Ney
Brooks Ney (May 22, 2025 14:38 MDT)

BROOKS NEY, BUSINESS DEVELOPMENT MANAGER
DATE: 22/05/2025
NMBTIN: 03-342682-00-1

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 22, 2025 16:43 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A

Printing and Mailing Service for Utility Bills and other Special Mailings

ITB# 25146

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
1	10	YR - Year	Utility bill printing and insert information services	$46,808.40	
2	120	MON - Months	Web posting, printing, and custom design	$2,547.15	
3					
4					

City of Santa Fe
Bid Tabulation
ITB#25146
Printing and Mailing Services for Utility Bills and other Mailings

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments	Valli information systems	Envelopes and Forms Inc	Allison Payment Systems LLC	One2One Communications
1	10	YR - Year	Utility bill printing and insert information services	$		$46,808.40	$0.09each	$0.11	$0
2	120	MON - Months	Web posting, printing, and custom design	$		$2,547.15	$0	$0.01	$0
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Whiteaker
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 466-2465 FAX (A/C, No): (208) 466-2471 E-MAIL ADDRESS: lindaw@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb National Insurance Company	10052
INSURER B : Ohio Security Ins Co	24082
INSURER C : Federal Insurance Company	20281
INSURER D : Landmark American Insurance Co	33138
INSURER E : Everspan Indemnity Insurance Company	
INSURER F :	

INSURED

Valli Information Systems Inc
DBA Postal Pros Southwest, Inc
915 Main Street Suite 1000
Caldwell, ID 83605

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			D02223107	4/6/2025	4/6/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAS58431880	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			56721178	4/6/2025	4/6/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		XWS56984655	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Tech Prof/Cyber			LCY858949	7/6/2024	7/6/2025	Liability Aggregate	3,000,000
E	XS Tech Prof/Cyber			EM3EII-XS-000219-01	7/6/2024	7/6/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Outlook

Fw: Determination Request If Services are Provided by Horizons- Rate Analysis

From RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Date Fri 2/28/2025 4:08 PM
To DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc MONROE, CARLA D. <cdmonroe@santafenm.gov>; TAPIA, JIMMY P. <jptapia@santafenm.gov>

Good Afternoon,

Horizon's determination is below for the RFP Rate Analysis: Public Utilities Rate Evaluation & Financial Services.

Very Respectfully,

B. Paige Ramsey, MSPM

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Friday, February 28, 2025 3:41 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Cc: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Subject: Re: Determination Request If Services are Provided by Horizons

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540

email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Feb 28, 2025 at 1:39 PM RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov> wrote:

> Hello,
>
> Please provide a determination if Horizon provides services related to the Scope of Work Below. Please provide a written response.
>
> **REQUEST FOR PROPOSALS (RFP): Public Utilities Rate Evaluation & Financial Services:**
>
> 1. DETAILED SCOPE OF WORK
>
> The basic tasks that the consultant will be expected to accomplish for the project are, but not limited to, the following items:
>
> The consultant shall submit a work plan, expanding detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This work plan should be prepared such that it can be incorporated, with only minor modifications, as Exhibit 'A', Further Description of Basic Services, in any eventual professional services agreement.
>
> 1. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS
>
> Evaluate and update as necessary the current Financial Plans comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council.
>
> 2. DOCUMENTATION AND REPORTING
>
> The Consultant shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.
>
> 3. MEETINGS
>
> The Consultant will need to meet with staff on several occasions during the course of work. In addition to the staff meetings, the Consultant shall attend the following meetings for each of the (3) three divisions and shall

indicate exactly who on the Consultant's project team will attend these meetings:

1. Financial Update Kickoff meeting
2. Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.
3. Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
4. Public Utilities Committee meeting and Finance Committee meeting.
5. City Council Presentation

4. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Consultant shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility

ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Consultant time to complete the tasks identified in the City work order.

1. *Rate Model Work Orders* – The Consultant shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.
2. *Collection of needed information* – The Consultant shall provide the City with a data request that will outline information needed to evaluate the City work order.
3. *Evaluate effects of City work order* – The Consultant shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.
4. *Calculate the revenue impacts* – The Consultant shall use information available from the existing financial plan to determine the revenue impacts.
5. *Document results* – The Consultant shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other supporting information. Work orders may require presentation at City Committees or City Council.

5. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Consultant shall collect the necessary data/information and make the necessary efforts to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

1. *Collection of needed information* - The Consultant shall provide the City with data requests outlining information needed to calculate the utility user charges.
2. *Calculate the revenue requirements* – The Consultant shall use information available from the existing financial plan to determine the revenue requirements.
3. *Allocate revenue requirements in a cost-of-service study* – The Consultant shall allocate revenue requirements to the City's various customer classes using generally accepted cost-of-service allocation techniques.
4. *Develop recommendations for updating existing utility* rates – The Consultant shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.

6. ON CALL FINANCIAL SERVICES (Water, Wastewater and Environmental Services – Solid Waste)

   The Consultant shall provide On Call Financial Services as requested for the City. Work shall be initiated by a City work order and shall be based on hourly rates and the tasks identified in the City work order.

Thank you in advance for your assistance.

Very Respectfully,

B. Paige Ramsey, MSPM

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: _____

Emily Oster, Finance Director

_____ Date: _____

Signature:

Email: scmartinez@santafenm.gov

Valli_General_Services_Contract_4_25_25 (1)-agreement draft 2

Interim Agreement Report 2025-06-11

Created:	2025-06-11
By:	Amanda Britt (apbritt@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAfspQadnop5xh00Z0c2GW0t-NrfEqkoCA

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Valli_General_Services_Contract_4_25_25 (1)-agreement draft 2" History

Document created by Amanda Britt (apbritt@santafenm.gov)

2025-06-11 - 10:14:46 PM GMT- IP address: 63.232.20.2

Document emailed to scmartinez@santafenm.gov for signature

2025-06-11 - 10:16:08 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 19, 2025

To: Mark Scott, City Manager (for purchase)
Governing Body, Finance Committee, and Public Works & Utilities Committee (for Bar)

From: Michael Dozier, Wastewater Division Director

Subject: Hire Quest (Temp Staffing) **FY26**

Vendor Name: HireQuest dba Snelling

Munis Vendor Number: 9692

ITEM AND ISSUE:

The Public Utility Department respectfully requests your review and approval of a purchase using the SWPA SPA 40-00000-24-00087 to employ staff to support Contracts/Grants/Documentation, Procurement & Emergency. The total amount will not exceed $175,759.20 starting July 1, 2026, for 6 months with HireQuest.

Request approval of a Budget Adjustment Request (BAR) in the amount of $175,760.

CONTRACT NUMBER: n/a

BACKGROUND AND SUMMARY: n/a

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Management/500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

SWPA 40-00000-24-00087 ends June 30, 2026

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 05/27/2025

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: Statewide Price Agreement
Vendor's Quote
Bar
Certificate of Liability Insurance (COI)

HIRE QUEST LLC DBA SNELLING

PURCHASE QUOTE

Stephanie Gerdts
8010 Palomas Ave NE
Suite B
Albuquerque, NM
87109
505-262-1871

TO:
Leroy Alvarado
City of Santa Fe – Waste Water
73 Paseo Real
Santa Fe, NM 87507
505-955-4650

P.O DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
5/15/2025	Leroy Alvarado	E-Mail	Staffing	Net 10

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
40 hrs wk		Financial Analyst – Support Specialist	$70.03 hr.	$2,2801.20
		July 1, 2025 – December 31, 2025 (Approx 27 weeks)		X 27 weeks
				$75,632.40
		ALL QUOTES ARE ESTIMATIONS ONLY AND ARE SUBJECT TO CHANGE ACCORDING TO THE GSA/STATEWIDE PRICE AGREEMENTS		

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
   Stephanie Gerdts
   8010 Palomas Ave NE
   Suite B
   Albuquerque, NM
   87109
   505-262-1871

SUBTOTAL	$75,632.40
SALES TAX 8.1875 %	INCLUDED IN RATE
SHIPPING AND HANDLING	
OTHER	
TOTAL	**$75,632.40**

Stephanie Gerdts

Authorized by Stephanie Gerdts 5/15/2025

HIRE QUEST LLC DBA SNELLING

PURCHASE QUOTE

Stephanie Gerdts
8010 Palomas Ave NE
Suite B
Albuquerque, NM
87109
505-262-1871

TO:
Leroy Alvarado
City of Santa Fe – Waste Water
73 Paseo Real
Santa Fe, NM 87507
505-955-4650

P.O DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
5/15/2025	Leroy Alvarado	E-Mail	Staffing	Net 10

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
40 hrs wk		Project Manager – Emergency	$92.71 hr.	$3,708.40
		July 1, 2025 – December 31, 2025 (Approx 27 weeks)		X 27 weeks
				$100,126.80
		ALL QUOTES ARE ESTIMATIONS ONLY AND ARE SUBJECT TO CHANGE ACCORDING TO THE GSA/STATEWIDE PRICE AGREEMENTS		

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
   Stephanie Gerdts
   8010 Palomas Ave NE
   Suite B
   Albuquerque, NM
   87109
   505-262-1871

SUBTOTAL	$100,126.80
SALES TAX 8.1875 %	INCLUDED IN RATE
SHIPPING AND HANDLING	
OTHER	
TOTAL	**$100,126.80**

Stephanie Gerdts

Authorized by Stephanie Gerdts 5/15/2025

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000170237
HireQuest LLC, dba Snelling
111 Springhall Dr.
Goose Creek, SC 29445

Contact: Stephanie Gerdts
Email: sgerdts@snelling.com
Telephone No.: 505-262-1871 x305; 505-453-7586

Price Agreement Number**: 40-00000-24-00087**

Payment Terms**: Net 30**

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

Delivery**: As Requested**

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

Invoice:
As Requested

Procurement Specialist**: Kimberly A Hunt-Brown**

Telephone No.**: (505) 490-3152** KAHB

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Title: **Temporary Administrative and Professional Staffing Services (GS-07F-0536V)**

Term**: May 31, 2024 – May 30, 2026**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in the GSA Contract Award.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.

Accepted for the State of New Mexico

Natalie Martinez

Date: 6/7/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

5. **Inspection:**

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

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

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

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

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

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

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

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

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

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

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

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

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

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

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

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

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

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

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

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

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

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

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

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

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

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

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

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

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

Establish a Statewide Price Agreement based on GSA Contract # **GS-07F-0536V** for **Temporary Administrative and Professional Staffing Services**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this GSA, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #40-00000-24-00087 on the remittance**.

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
Joseph Montoya Building Rm. 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

This agreement is not intended to be used to procure “Open Market” items.

DocuSign Envelope ID: 26502730-6322-4228-82D4-AF1811900E0C

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Ea.	**Temporary Administrative or Professional Staffing Services**	**See online GSA Catalog (link below)**

GSA eLibrary: Excel Staffing dba:HireQuest/Snelling

Certificate Of Completion

Envelope Id: 265027306322422882D4AF1811900E0C
Status: Completed
Subject: 40-00000-24-00087 Temp Admin-Profess Staffing Services FINAL
Source Envelope:
Document Pages: 7
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kimberly A Hunt-Brown
1100 S Saint Francis Dr
Santa Fe, NM 87502
Kimberly.Hunt-Brown@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/6/2024 9:16:35 AM
Holder: Kimberly A Hunt-Brown
Kimberly.Hunt-Brown@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/6/2024 9:18:25 AM Viewed: 6/6/2024 10:48:56 AM Signed: 6/7/2024 9:34:05 AM
Kimberly A Hunt-Brown kimberly.hunt-brown@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	KAHB Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/7/2024 9:34:06 AM Viewed: 6/7/2024 10:00:31 AM Signed: 6/7/2024 10:00:35 AM
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/7/2024 10:00:37 AM Viewed: 6/7/2024 10:34:32 AM Signed: 6/7/2024 10:34:57 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 9:18:25 AM
Certified Delivered	Security Checked	6/7/2024 10:34:32 AM
Signing Complete	Security Checked	6/7/2024 10:34:57 AM
Completed	Security Checked	6/7/2024 10:34:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: 804DA348-4943-42B9-A812-FBCA35054F75

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000170237
HireQuest LLC dba Snelling
111 Springhall Dr.
Goose Creek, SC 29445

Email: sgerdts@snelling.com
Telephone No.: 505-262-1871 ext. 305

Number**: 00-00000-20-00101AA**

Amendment No.**: Three**

Term**: July 1, 2020 – June 30, 2024**

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

Invoice:
As Requested at time of order

Procurement Specialist**: Yuliastuti Wulandari** YW

Telephone No.**: (505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title**: Temporary Administrative & Professional Staffing Services – (GS-07F-0536V)**

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

This amendment is issued to reflect the following effective immediately:
Change of vendor's name and details:

From:	**To:**
00-00000-20-00101	**00-00000-20-00101AA**
(0000046476) Excel Staffing Companies	**(0000170237) HireQuest LLC dba Snelling**
2100 Osuna Road NE, Suite 100	**111 Springhall Dr.**
Albuquerque, NM 87113	**Goose Creek, SC 29445**
Email: stephanie.gerdts@excelstaff.com	**Email: sgerdts@snelling.com**
Telephone No. (505) 262-1871	**Telephone No. (505) 262-1871 ext. 305**

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/2/2022

New Mexico State Purchasing Agent

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

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MM

DocuSign

Certificate Of Completion

Envelope Id: 804DA348494342B9A812FBCA35054F75 Status: Completed

Subject: 00-00000-20-00101 Temporary Administrative & Professional Staffing Services – (GS-07F-0536V)

Source Envelope:

Document Pages: 1	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 2	Yuliastuti Wulandari
AutoNav: Enabled		1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled		Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Yuliastuti.Wulandari@gsd.nm.gov
		IP Address: 73.228.3.241

Record Tracking

Status: Original	Holder: Yuliastuti Wulandari	Location: DocuSign
12/2/2022 9:59:43 AM	Yuliastuti.Wulandari@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.37.26	Sent: 12/2/2022 10:10:14 AM Viewed: 12/2/2022 4:00:03 PM Signed: 12/2/2022 4:00:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.228.3.241	Sent: 12/2/2022 4:00:08 PM Viewed: 12/2/2022 4:26:24 PM Signed: 12/2/2022 4:26:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.101.164 Signed using mobile	Sent: 12/2/2022 4:26:29 PM Viewed: 12/2/2022 4:29:58 PM Signed: 12/2/2022 4:31:11 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2022 10:10:14 AM
Certified Delivered	Security Checked	12/2/2022 4:29:58 PM
Signing Complete	Security Checked	12/2/2022 4:31:11 PM
Completed	Security Checked	12/2/2022 4:31:11 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000046476
Excel Staffing Companies
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: stephanie.gerdts@excelstaff.com
Telephone No. (505) 262-1871

Number**: 00-00000-20-00101**

Amendment No.**: Two**

Term**: July 1, 2020 – June 30, 2024**

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

Invoice:
As Requested at time of order

Procurement Specialist**: Yuliastuti Wulandari** YW

Telephone No.**: 505-827-0485**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title**: Temporary Administrative & Professional Staffing Services**

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

This amendment is issued to reflect the following effective immediately:

- **Add the current price list as attached to the Agreement**
- **Change the vendor's email address:**

From:	To:
Ginny@excelstaff.com	stephanie.gerdts@excelstaff.com

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/4/2021

Mark Hayden, New Mexico State Purchasing Agent

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

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MM

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

EXCEL STAFFING COMPANIES, LLC

GENERAL SERVICES ADMINISTRATION **(GSA)** CATALOG
Multiple Award Schedule (MAS)

Contract Number: GS-07F-0536V

Contract Period: 23 Sep 2014- 22 Sep 2024

Points of Contact:

Program Manager:
Ms. Virginia Buckmelter
Excel Staffing Companies, LLC 2100 Osuna Rd. NE, Suite 100
Albuquerque, NM 87113
P: (505) 262-1871
F: (505) 268-4954
Ginny@excelstaff.com

Contract Manager:
Ms. Lynette Johnson
Excel Staffing Companies, LLC 2100 Osuna Rd. NE, Suite 100
Albuquerque, NM 87113
P: (505) 262-1871
F: (505) 268-4954
Lynette.Johnson@excelstaff.com

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

Table of Contents

INTRODUCTION 1
EXCEL's CAPABILITIES AND ADVANTAGES 1
CONTRACTOR INFORMATION 2
CUSTOMER INFORMATION 3
PRICE LIST 6
TEMPORARY HELP SERVICES 6

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

INTRODUCTION

Excel Staffing Companies, LLC (Excel), a New Mexico woman-owned small business, has been providing services in New Mexico since 1971. Excel has offices in Albuquerque, Santa Fe, and Los Alamos, New Mexico. Excel hasalong track record of providing hard-to-find, talented people to support the local, state, and federal organizations. In the pursuit of developing our quality of service, Excel was ISO 9000 Registered for over 19 years. In 2012, we participated in the Inavero Best of Staffing survey earning the Best of Staffing Client and were in the top of the field. In2014, we earned both the Best of Staffing Client and the Best of Staffing Talent awards, once again coming out with one of the top scores

Excel's Capabilities and Advantages

- Excel has the financial resources necessary to meet the payroll and other direct cost (ODC) requirements of government contracts
- Excel has the capability and experience to perform diverse Statement of Work (SOW) requirements in temporary service personnel staffing
- Excel has the proven ability to complete project execution, on time and on schedule
- Excel has been successfully staffing government and commercial entities in a wide variety of labor categories for over 49 years

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

CONTRACTOR INFORMATION:

CONTRACTOR NAME: Excel Staffing Companies, LLC

2100 Osuna Rd. NE, Suite 100

Albuquerque, NM 87113-1040

Phone number: (505) 262-1871 E-Mail: sales@excelstaff.com

Web Site: http://www.excelstaff.com

CONTRACT NUMBER: GS-07F-0536V

BUSINESS SIZE: Small Business

SCHEDULE TITLE: Multiple Award Schedule (MAS)

CONTRACT PERIOD: 23 September 2014 through 22 September 2024

TERMS AND CONDITIONS: Clause I-FSS-600 CONTRACT PRICE LISTS (MAR 2020)

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

CUSTOMER INFORMATION:

1. TABLE OF AWARDED LABOR CATEGORIES AND PRICING

2. Multiple Award Schedule (MAS)

3. LOWEST PRICED MODEL NUMBER AND PRICE: *N/A*

4.d. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm-fixed-price. See the following price list for hourly rates for our preponderance of work location and labor categories.

2. MAXIMUM ORDER*: $100,000.

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100 unless the contractor agrees to accept a smaller order amount.

4. GEOGRAPIDC COVERAGE:

Excel Staffing Companies, LLC may perform work at any of the locations listed in the SCA Wage Index Matrix. Service in an area with lower SCA rates than the stated preponderance of work location, resulting in lower wages being paid, will have the prices for that Task Order discounted accordingly.

5. **POINT(S) OF PRODUCTION:** *NIA*

6. **DISCOUNT FROM LIST PRICES:** *NIA*

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

7. QUANTITY DISCOUNT(S): 0%

8. PROMPT PAYMENT TERMS: Net 30.

9. a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9.b. Government Purchase Cards are accepted above the micro-purchase threshold

10. FOREIGN ITEMS: None

11.a. **TIME OF DELIVERY:** *NIA*

11.b. **EXPEDITED DELIVERY:** *NIA*

11.c. **OVERNIGHT AND 2-DAY DELIVERY:** *NIA*

11.d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: *NIA*

13.a. ORDERING ADDRESS: Same as contractor address. Customer should contact contractor for additional addresses.

13.b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as contractor address.

15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** *NIA*

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (any thresholds above the micro-purchase level): None.

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

18. TERMS AND CONDITIONS OFRENTAL, MAINTENANCE, AND REPAIR (if applicable): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (if **applicable):** N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (if **applicable):** N/A

20.a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (if applicable): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (if applicable): N/A

22. LIST OF PARTICIPATING DEALERS (if applicable): N/A

23. PREVENTIVE MAINTENANCE (if applicable): N/A

24. a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *NIA*

24.b. **Section 508 Compliance for EIT:** *NIA*

25. DUNS NUMBER: 085261048

26. NOTIFICATION REGARDING REGISTRATION IN **CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Contractor has an Active Registration in the SAM database.

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

PRICE LIST – SIN 561320SBSA Temporary Staffing (SBSA)

Service Proposed (e.g. Labor Category or Job Title/Task)	Price Offered to GSA (including IFF)
Accounting Clerk I	*$ 29.24*
Accounting Clerk II	*$ 32.06*
Accounting Clerk III	*$ 35.29*
Administrative Asst	*$ 50.92*
Carpenter Maintenance	*$ 36.72*
Certified Occupational Therapist Asst	*$ 52.33*
Certified Physical Therapist Asst	*$ 49.13*
Computer Based Training Specialist	*$ 49.46*
Cook I	*$ 26.93*
Cook II	*$ 30.98*
Court Reporter	*$ 47.33*
Customer Service Rep I	*$ 25.17*
Customer Service Rep II	*$ 27.45*
Customer Service Rep III	*$ 29.38*
Data Entry Operator i	*$ 27.39*
Data Entry Operator iI	*$ 28.99*
Dental Assistant	*$ 33.59*
Dental Hygienist	*$ 73.86*
Desk Clerk	*$ 24.63*
Dishwasher	*$ 23.50*
Dispatcher, Motor Vehicles	*$ 32.64*
Document Prep Clerk	*$ 31.57*
Duplicating Machine Operator	*$ 31.57*
Fork Lift Operator	$ 37.08
Gate Attendant/Gate Tender	*$ 44.43*
General Clerk I	*$ 26.54*
General Clerk II	*$ 28.37*
General Clerk III	*$ 30.98*
Heavy Equipment Mechanic	*$ 43.74*
Heavy Equipment Operator	*$ 35.80*
Housing Referral Asst	*$ 35.42*
Marketing Analyst	*$ 49.78*

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

Medical Assistant	*$*	*33.30*
Medical Record Clerk	*$*	*37.79*
Medical Record Technician	*$*	*37.54*
Medical Transcriptionist	*$*	*34.93*
Messenger Courier	*$*	*27.52*
Optical Technician	*$*	*33.46*
Order Clerk I	*$*	*30.16*
Order Clerk II	*$*	*32.32*
Painter Maintenance	*$*	*34.80*
Park Attendant (Aide)	*$*	*34.24*
Parking and Lot Attendant	*$*	*26.11*
Personnel Assistant I	*$*	*30.38*
Personnel Assistant II	*$*	*33.39*
Personnel Assistant III	*$*	*36.07*
Production Control Clerk	*$*	*43.48*
Receptionist/Switchboard Operator	*$*	*29.74*
Rental Clerk	*$*	*26.47*
Sales Clerk	*$*	*28.30*
Scheduler (Drug & Alcohol Testing)	*$*	*46.45*
Scheduler, Maintenance	*$*	*28.72*
School Crossing Guard	*$*	*26.89*
Secretary I	*$*	*29.71*
Secretary II	*$*	*32.46*
Secretary III	*$*	*35.42*
Service Order Dispatcher	*$*	*29.72*
Supply Technician	*$*	*50.18*
Survey Worker	*$*	*32.49*
Technical Instructor	*$*	*38.92*
Technical Instructor/Course Developer	*$*	*46.14*
Test Proctor	*$*	*32.74*
Travel Clerk I	*$*	*30.03*
Travel Clerk II	*$*	*31.85*
Travel Clerk III	*$*	*33.47*
Word Processor I	*$*	*28.76*
Word Processor II	*$*	*31.46*
Word Processor III	*$*	*34.47*
Certified Public Acct Level I	*$*	*141.02*
Certified Public Acct Level II	*$*	*170.40*
Certified Public Acct Level III	*$*	*192.63*
Acct Analyst level I	*$*	*77.69*
Acct Analyst Level II	*$*	*95.11*

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

Acct Analyst Level III	*$*	*108.41*
Financial Analyst Level I	*$*	*51.80*
Financial Analyst Level II	*$*	*62.17*
Financial Analyst III	*$*	*79.92*
Computer Operator I	*$*	*31.13*
Computer Operator II	*$*	*34.05*
Computer Operator III	*$*	*37.84*
Computer Operator IV	*$*	*41.36*
Computer Operator V	*$*	*46.35*
Computer Programmer I (1)	*$*	*33.17*
Computer Programmer III (1)	*$*	*38.70*
Computer Programmer III (1)	*$*	*56.61*
Computer Programmer IV (1)	*$*	*66.59*
Computer Systems Analyst I (1)	*$*	*41.23*
Computer Systems Analyst II (1)	*$*	*47.01*
Computer Systems Analyst III (1)	*$*	*59.07*
Peripheral Equipment Operator	*$*	*24.42*
Personal Computer Support Tech	*$*	*35.06*
System Support Specialist	*$*	*41.56*
Data Conversion Specialist	*$*	*74.77*
IT Security Administrator I	*$*	*65.46*
IT Security Administrator II	*$*	*70.08*
IT Security Administrator III	*$*	*75.52*
Network Support Specialist I	*$*	*65.49*
Network Support Specialist II	*$*	*66.17*
Network Support Specialist III	*$*	*75.24*
System Admin Support Tech I	*$*	*51.24*
System Admin Support Tech II	*$*	*58.34*
System Admin Support Tech III	*$*	*65.49*
Help Desk Support Specialist I	*$*	*31.61*
Help Desk Support Specialist II	*$*	*38.91*
Help Desk Support Specialist III	*$*	*49.06*
Database Management Specialist I	*$*	*64.05*
Database Management Specialist II	*$*	*68.30*
Database Management Specialist III	*$*	*78.83*
IT Project Manager	*$*	*92.71*
IP Project Manager	*$*	*73.28*
IT Project Analyst	*$*	*55.85*
Application Developer I	*$*	*71.34*
Application Developer II	*$*	*78.44*
Application Developer III	*$*	*85.41*

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

IV&V Analyst	*$*	*165.76*
Aerospace Structural Welder	*$*	*52.70*
Alarm Monitor	*$*	*36.46*
Baggage Inspector	*$*	*27.69*
Driver, Courier	*$*	*29.10*
Electrician, Maintenance	*$*	*45.27*
Electronics Technician Maintenance I	*$*	*43.96*
Electronics Technician Maintenance II	*$*	*47.15*
Electronics Technician Maintenance III	*$*	*50.33*
Fork Lift Operator	*$*	*37.08*
Gardener	*$*	*39.50*
Gen Maintenance Worker	*$*	*32.40*
Guard I	*$*	*27.70*
Guard II	*$*	*30.19*
Housekeeping Aide	*$*	*27.37*
Janitor	*$*	*27.34*
Laborer	*$*	*24.48*
Laborer, Grounds Maintenance	*$*	*24.48*
Machine Tool Operator (Tool Rm)	*$*	*41.69*
Machinery Maintenance. Mechanic	*$*	*42.14*
Machinist, Maintenance	*$*	*40.74*
Maintenance Trades Helper	*$*	*28.30*
Material Coordinator	*$*	*43.48*
Material Expediter	*$*	*43.48*
Material Handling Laborer	*$*	*29.67*
Metrology Technician I	*$*	*54.89*
Metrology Technician II	*$*	*58.18*
Metrology Technician III	*$*	*60.97*
Order Filler	*$*	*27.10*
Plumber, Maintenance	*$*	*44.97*
Production Line Worker	*$*	*28.16*
Shipping Packer	*$*	*31.34*
Shipping/Receiving Clerk	*$*	*31.34*
Stationary Engineer	*$*	*45.70*
Stock Clerk	*$*	*29.94*
Store Worker I	*$*	*23.60*
Telecommunications Mechanic I	*$*	*49.24*
Telecommunications Mechanic II	*$*	*52.14*
Tool & Die Maker	*$*	*51.58*
Tools & Parts Attendant	*$*	*37.08*
Warehouse Specialist	*$*	*37.08*

DocuSign Envelope ID: CE4DF8B5-775B-4503-89BB-C26F536A5454

Desk Clerk	*$*	*24.61*
Illustrator I	*$*	*32.93*
Illustrator II	*$*	*39.17*
Illustrator III	*$*	*46.43*
Librarian	*$*	*42.68*
Library Aide/Clerk	*$*	*27.58*
Library Info Technical Systems Admin	*$*	*39.17*
Survey Party Chief	*$*	*44.59*
Surveying Aide	*$*	*41.18*
Surveying Technician	*$*	*41.45*
Archeological Technician I	*$*	*33.43*
Archeological Technician II	*$*	*36.62*
Archeological Technician III	*$*	*43.74*
Cartographic Technician	*$*	*43.73*
Civil Engineering Technician	*$*	*43.38*
Drafter/CAD Operator I	*$*	*33.43*
Drafter/CAD Operator II	*$*	*36.62*
Drafter/CAD Operator III	*$*	*40.03*
Drafter/CAD Operator IV	*$*	*47.70*
Engineering Technician I	*$*	*30.50*
Engineering Technician IIU	*$*	*33.43*
Engineering Technician III	*$*	*36.62*
Engineering Technician IV	*$*	*43.73*
Engineering Technician V	*$*	*51.99*
Engineering Technician VI	*$*	*61.49*
Environmental Technician	*$*	*43.73*
Library Technician	*$*	*31.78*
Laboratory Technician	*$*	*42.46*
Mathematical Technician	*$*	*43.73*
Paralegal/Legal Assistant I	*$*	*34.66*
Paralegal/Legal Assistant II	*$*	*41.34*
Paralegal/Legal Assistant III	*$*	*49.06*
Paralegal/Legal Assistant IV	*$*	*57.96*
Photo-Optics Technician	*$*	*43.73*
Technical Writer I	*$*	*43.73*
Technical Writer II	*$*	*51.99*
Technical Writer III	*$*	*61.49*
Weather Observer, Combined	*$*	*40.03*
Weather Observer, Senior (2)	*$*	*43.73*

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000046476
Excel Staffing Companies
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: Ginny@excelstaff.com
Telephone No.: {505) 262-1871

Price Agreement Number: 00-00000-20-00101

Price Agreement Amendment No.: One

Term: July 1, 2020-June 30, 2024

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

Invoice:
As Requested at time of order

Procurement Specialist: **Yuliastuti Wulaudari**

Telephone No.: (505) 827-0485

Email: Yuliastuti.Wulandari@state.nm.us

Title: Temporary Administrative & Professional Staffing Services

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

This amendment is issued to reflect the following effective immediately:

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this statewide price agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.
NOTE: a determination from GSD/SPD must be obtained for all services being used based on this statewide price agreement.

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

Accel}ted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 03/19/2020

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000046476
Excel Staffing Companies, LLC
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: Ginny@excelstaff.com
Telephone No.: (505) 262-1871

Price Agreement Number: **00-00000-20-00101**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

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

Invoice:
As Requested

Procurement Specialist: **Yuliastuti Wulandari**

Telephone No.: **(505) 827-0485**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title: **Temporary Administrative & Professional Staffing Services**

Term: **July 1, 2020 thru June 30, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

MarkHayden, New Mexico State Purchasing Agent

Date: 03/17/2020

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

5. **Inspection:**

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

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

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

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

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

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

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

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

The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

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

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

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

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

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

Statewide Price Agreement

Article I - **Statement of Work**
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

Article III - **Conformance With Terms and Conditions**
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

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

Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

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

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

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

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

Article X - Price Schedule
Prices as listed in the agreements cannot he exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Establish a Statewide Price Agreement based on GSA Contract# **GS-07F-0536V** for **Temporary Administrative and Professional Staffing Services.**

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR(iv,state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

NOTE TO STATE AGENCIES ONLY:
Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this statewide price agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. NOTE: a determination from GSD/SPD must be obtained for all services being used based on this statewide price agreement.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Q	Unit	Article and Description	Unit Price
001		Ea.	**Temporary Administrative and Professional Staffing Services**	

*** **1 Item Total** ***

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
Public Utilities/Wastewater					8/28/2024
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Treatment Plant/Professional Contract	5000375	510300		$ 175,760	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 175,760	$ -

To increase 510300 for Temp Staffing for FY26- HIREQUEST. Please see memo for detail.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(175,760)
TOTAL:	**(175,760)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Linda MacAllister — 5/19/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jackson Agency Inc DBA Allied Risk Partners Corp
6971 W Sunrise Blvd #206
Sunrise FL 33313

CONTACT NAME: Maria Benitez
PHONE (A/C, No, Ext): (305) 824-3464 **FAX (A/C, No):** (954) 473-3705
E-MAIL ADDRESS: mbenitez@jacksonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	18058
INSURER B : Berkley Assurance Company	34962
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hire Quest LLC dba Trojan Labor and Acrux, HireQuest and
HireQuest Direct, Snelling and Link; HQ LTS Corporation;
HireQuest, Inc; Tradecorp
111 Springhall Drive Goose Creek SC 29445

COVERAGES **CERTIFICATE NUMBER:** 25-26 Basic COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PPK2662154-02	03/02/2025	03/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1000000/2000000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PPK2662154-02	03/02/2025	03/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PUB902902-02	03/02/2025	03/02/2026	EACH OCCURRENCE AGGREGATE Products Comp/Ops	$ 10,000,000 $ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			PPK2662154-02	03/02/2025	03/02/2026	Cyber Aggregate Crime Professional Liability	5,000,000 1,000,000 1000000/2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as " Evidence of Insurance"

CERTIFICATE HOLDER

SWPA - City of Santa Fe Waste Water
73 PASEO REAL
SANTA FE NM 87507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff, a Marsh & McLennan Agency LLC Company
3400 Overton Park Drive SE
Suite 300
Atlanta, GA 30339

CONTACT NAME: Sophie McEntee
PHONE (A/C, No, Ext): 404 497-7500 **FAX (A/C, No):**
E-MAIL ADDRESS: sophie.mcentee@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Fire Underwriters Insurance Company	20702
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hire Quest, LLC dba Hire Quest, Hire Quest Direct, Link Staffing, Snelling Staffing, Trade Corp
111 Springhall Drive
Goose Creek, SC 29445

COVERAGES **CERTIFICATE NUMBER:** NJV7KECW **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C7262189A (AOS) SCF C72621931 (WI)	03/01/2025	03/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SWPA - City of Santa Fe Waste Water
73 PASEO REAL
SANTA FE, NM 87507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF SANTA FE

The Purchasing Memo

Date: April 22, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Stephanie Perea, Environmental Services Project Specialist SP

Via: **Jesse Roach, Public Utilities Department Director** JR
Debora Trujillo, Environmental Services Division Director DT

Subject: Amendment # 3 to General Service Contract #22-0269

Vendor Name: Mobile Clean Car Wash

Munis Vendor Number: 6143

ITEM AND ISSUE:

Public Utilities Department request for the Approval of Amendment No 3 to General Services Contract Original Item No 22-0269 with Mobile Clean Car Wash to Increase an Additional Amount of $156,240. Annually and To Extend the Term to June 30, 2026, for Auto Detailing of the Environmental Services Fleet for a Total Amount of $624,960. Stephanie Perea sjperea1@santafenm.gov (505) 955-2201.

CONTRACT NUMBER:

The Munis contract number is 3203373.

BACKGROUND AND SUMMARY:

On June 13, 2022, the City of Santa Fe approved for Environmental Services Division (ESD) to enter a Contract with Mobile Clean Car Wash LLC, Munis Contract #3203373, Item 22-0269, for Auto Detailing of ESD Fleet. This contract was a one-year contract with three one-year extensions based on mutual agreement by both parties.

ESD is striving to create a positive image for both ESD and the City of Santa Fe. One of the key elements to achieving this goal is to ensure our collection trucks are clean and have a professional appearance as we service our customers throughout the City of Santa Fe.

Mobile Clean Car Wash LLC. has provided exceptional service and is interested in providing the services for one additional year at the same rate.

FUNDING SOURCE:

Fund Name/Number: Environmental Services Enterprise Fund 510

Munis Org Name/Number: Admin/Operations/ 5100331, Admin/Operations/ 5100332, Commercial Collection/5100334 Recycling Collections, and 5100335/ Residential Collections.

Munis Object Name/Number: Service Contracts / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 05/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

The procurement method was an invitation to bid 22/32/B, which was advertised on both the Albuquerque Journal, the Santa Fe New Mexican, and the City of Santa Fe Procurement Library.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 05/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: N/A **Title:** N/A **Date:** _____

Comment/Exceptions: N/A

Vehicles included? ☐ Yes | ☒ No

Approval: N/A **Title:** N/A **Date:** _____

Comment/Exceptions: N/A

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

Approval: N/A **Title:** N/A **Date:** _____

Comment/Exceptions: m N/A

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: N/A

Approval: N/A **Title:** N/A **Date:** _____

Comment/Exceptions: N/A

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: N/A

Approval: N/A **Title:** N/A **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Amendment #3 Approved as to Form
Exhibit A Pricing
Contractor letter of acceptance dated March 24, 2025
Current Certificate of Insurance
Current City Business License
Original Contract22-0269

Item# _____
Munis Contract# 3203373
Original Contract Item# 22-0269
ITB #:22/32/B

CITY OF SANTA FE
AMENDMENT No. 3
TO GENERAL SERVICES CONTRACT
ITEM 22-0269

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Mobile Clean Car Wash LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide truck detailing for a fleet of forty-nine (49) garbage trucks and eighteen (18) small vehicles.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of one hundred fifty six thousand two hundred forty dollars ($156,240), excluding New Mexico Gross Receipt Tax, so that Article 3 reads in its entirety as follows:

The City shall pay the Contractor based upon fixed prices for each Deliverable item as listed here and described in Exhibit "A" attached hereto and incorporated herein.

Deliverable item:	U/I (unit of issue]	Price
01 Full Detail on Large Waste & Recycling Collection Vehicles	Each	$180.00
02 Full Detail on Small Vehicles	Each	$160.00

The total compensation under this Agreement shall not exceed six hundred twenty-four thousand nine hundred sixty dollars ($624,960) excluding New Mexico gross receipts tax.

2. TERM

Article 5 of the Contract is hereby deleted in its entirety and substituted with the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end on June 13, 2026, and by mutual Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

CONTRACTOR:

Elder n Sanchez (Apr 14, 2025 18:49 MDT)
ELDER SANCHEZ, OWNER

DATE: Apr 14, 2025

CRS# 03-387979-006

Registration # 144493

Marcos Martinez
Marcos Martinez (Apr 15, 2025 09:29 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Price Schedule: EXHIBIT "A"

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.	49	Each	Full Detail on large waste & recycling collection vehicles:	$ 180.00
2.	18	Each	Full Detail on small vehicles.	$ 160.00

March 24, 2025

To Whom It May Concern:

Mobile Clean Car Wash currently has a General Service Contract #22-0269 with the City of Santa Fe/Public Utilities/Environmental Services Division. This Contract was competitively bid. The bid number was 22/32/B

Mobile Clean Car Wash Inc. is interested in extending the contract for one additional year at the current pricing to all City Departments and Divisions.

- City of Santa Fe Vendor number 6143
- Munis Contract number 3203373 EXP June 30, 2025
- Contract Item number 22-0269
- City of Santa Business License 144493 EXP April 8, 2025
- CRS #03-387979-006

Mobile Clean Car Wash
Elder Sanchez
Owner and Authorized Representative
(505) 702-3061

Owner, Elder Sanchez

For any questions or to schedule a detail please do not hesitate to contact me

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

El Valle Insurance Agency Inc
919 N Riverside Dr Suite B8
Espanola, NM 87532

CONTACT NAME: ANNETTE CHACON
PHONE (A/C, No, Ext): (505)753-3185 FAX (A/C, No): (505)753-7105
E-MAIL ADDRESS: elvalleins@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI - Home Business Insurance	
INSURER B: Colony Ins. Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Mobile Clean Car Wash LLC
1299 Vegas Verdes #80
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER: 00002663-0** **REVISION NUMBER: 9**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			BOP1054823	03/03/2025	03/03/2026	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
B	Garagekeepers Liabil			GP8269216	09/27/2019	09/27/2020	Garage And Dealers		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Car Wash/Auto Detail

Certificate Holder is also endorsed to the policy as an Additional Insured

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services
1142 Siler Rd
Santa Fe, NM 87507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ACQ)

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: MOBILE CLEAN CAR WASH
DBA: MOBILE CLEAN CAR WASH

Business Location: 3197 JEMEZ RD
SANTA FE , NM 87507

Owner: MOBILE CLEAN CAR WASH

License Number: 144493

Issued Date: March 27, 2025

Expiration Date: March 27, 2026

CRS Number: 03387979006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

MOBILE CLEAN CAR WASH
3197 JEMEZ RD 2
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

Item# 22-0269
Munis Contract# 3203373

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Truck Detailing

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Mobile Clean Car Wash LLC.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

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

C. "You" and "your" refers to **Mobile Clean Car Wash LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor will provide the following services:

The Contractor will provide, manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) total garbage trucks and eighteen (18) small vehicles as described in Exhibit "A" attached hereto and incorporated herein. Trucks to be detailed include: Automated Side loaders, Front loaders, Top Loading recycling, Rear loaders, and Roll Off collection vehicles, and small service vehicles. Detailing will be completed based on a schedule, as designate by Maintenance Manager. All trucks will be detailed one time (1) per month with the exception of the eighteen (18) Front load collection vehicles which are included in the total that will be detailed twice per (2) month and small vehicle which will be detailed quarterly.

Detailing includes:

Full Detail on large waste & recycling collection vehicles:
Exterior Wash, including hand scrubbing, rinse and hand dry, polish including rubbing compound, waxing the cab and body canopies, and final buffing. Interior air compressor dust removal vacuum interior, wash/wipe interior, including all windows inside and out.

Full Detail on small vehicles.
Hand wash exterior, rinse and hand wipe dry, rubbing compound, waxing, and buffing. Tire detail including hand wipe, and polish. Interior including air compressor dust removal, vacuum interior, wash/wipe interior components including all windows inside and out. Shampoo seats and carpet.

The detailing of the large collection vehicles will be completed within the Environmental Services Division truck wash bay located at 1142 Siler Road within Santa Fe County, Santa Fe, NM 87507. The Contractor will be responsible to maintain the truck wash bay clean and orderly, and report any damage to the facility and equipment.

The large waste and recycling collection vehicles will be completed on Saturdays, and selected weekdays during normal business hours between 9:00 am to 3:00 pm, or when collection vehicles are available.

Service vehicles, full detail on small vehicle will be detailed up to four times (4) per year at the Contractor's business location, the location must be within ten miles of the City yard located at 1142 Siler Rd. Santa Fe, NM 87507. These small vehicles will be scheduled prior to the service during business hours, Monday through Friday 8:00 am to 5:00 pm.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here, and described in Exhibit "A" attached hereto and incorporated herein.

Deliverable item:	U/I (unit of issue)	Price
01 Full Detail on Large Waste & Recycling Collection Vehicles	Each	$180.00
02 Full Detail on Small Vehicles	Each	$160.00

The total compensation under this Agreement shall not exceed one hundred fifty six thousand two hundred forty dollars ($156,240) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the

contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, 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 Agreement 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 Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **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.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph 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 Paragraph 20 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 Paragraph 20 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 section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

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

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

30. **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.

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the

City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

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

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

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

(2) terminate the contract for default.

33. **Insurance**

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a 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.

A. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

B. Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

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.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to 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 based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) Give the Contractor prompt written notice within 48 hours of any claim;
2) Allow the Contractor to control the defense of settlement of the claim; and
3) 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:

1) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the 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 City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" 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.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. Disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which

reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
(505) 955-2241
lmgarcia@santafenm.gov

To the Contractor:

Elder Sanchez
3197 Jemez Road #2
Santa Fe, New Mexico 87507
mobilecleancw@gmail.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

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

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

CITY OF SANTA FE:

John Blair
John Blair (Jun 13, 2022 09:38 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jun 13, 2022

CONTRACTOR:
Mobile Clean Car Wash LLC.

NAME

owner
TITLE

DATE: 5-20-22
CRS# 03-387979-006

Registration # 144493

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2022 14:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jun 13, 2022 09:37 MDT)

ALEXIS LOTERO INTERIM FINANCE DIRECTOR

Org 5100331 (Admin/Operations) AH
5100332 (Commercial Collections) AH
5100334 (Recycling Collections)
5100335 (Residential Collections)

Object 510310 (Service Contracts)

Price Schedule: EXHIBIT "A"

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.	49	Each	Full Detail on large waste & recycling collection vehicles:	$ 180.00
2.	18	Each	Full Detail on small vehicles.	$ 160.00

Signature: Stephanie Perea
Stephanie Perea (Apr 22, 2025 13:42 MDT)

Email: sjperea1@santafenm.gov

Signature:
DEBORA TRUJILLO (Apr 22, 2025 15:24 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Amendment #3

Final Audit Report 2025-04-22

Created:	2025-04-22
By:	Stephanie Perea (sjperea1@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgSPAfMxzotVVLT-F1uj1i3hz3_3jVQ9_

"Amendment #3" History

Document created by Stephanie Perea (sjperea1@santafenm.gov)
2025-04-22 - 7:40:48 PM GMT- IP address: 63.232.20.2

Document e-signed by Stephanie Perea (sjperea1@santafenm.gov)
Signature Date: 2025-04-22 - 7:42:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-04-22 - 7:42:24 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-04-22 - 9:24:16 PM GMT- IP address: 104.47.65.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-04-22 - 9:24:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-04-22 - 9:24:46 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-04-22 - 9:35:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-04-22 - 9:37:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-22 - 9:37:30 PM GMT

Item #24-0358
Munis Contract#3203373

CITY OF SANTA FE
AMENDMENT No. 2 TO
TRUCK DETAILING AGREEMENT
ITEM #22-0269

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE TRUCK DETAILING GENERAL SERVICES AGREEMENT, dated July 13, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Mobile Clean Car Wash LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) total garbage trucks and eighteen (18) small vehicles as described in Exhibit "A" of the original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall be effective when signed by the City and shall terminate on June 30, 2025. The City reserves the right to renew the contract on an annual basis by

mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 4, 2024 12:01 MDT)

ALAN M. WEBBER, MAYOR

DATE: Jun 4, 2024

CONTRACTOR:
Mobile Clean Car Wash LLC

Elder N Sanchez Marroquin (Apr 18, 2024 13:57 MDT)

ELDER SANCHEZ, OWNER

DATE: Apr 18, 2024

CRS# 03-387979-00-6

Registration # 144493

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 05/29/24 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 19, 2024 10:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Price Schedule: EXHIBIT "A"

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.	49	Each	Full Detail on large waste & recycling collection vehicles:	$ 180.00
2.	18	Each	Full Detail on small vehicles.	$ 160.00

Item# 23-0341
Munis Contract# 3203373

CITY OF SANTA FE
AMENDMENT No. 1 TO
TRUCK DETAILING AGREEMENT
ITEM #22-0269

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE TRUCK DETAILING AGREEMENT, dated June 13, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Mobile Clean Car Wash LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the manpower, and required supplies to provide Truck Detailing for a fleet of forty-nine (49) garbage trucks and eighteen (18) small vehicles as described in Exhibit "A" of the original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: The City and the Contractor has mutual agreed to renew the contract for one additional one-year term.

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of three hundred twelve thousand four hundred eighty dollars ($312,480) excluding New Mexico Gross Receipt Tax, so that Article 3, paragraph A reads in its entirety as follows: The City shall pay the Contractor based upon fixed price for each Deliverable item as listed here, and described in Exhibit "A" attached and incorporated herein.

Deliverable Items:	U/I (unit of issue)	Price
01 Full Detail on Large Waste & Recycling Collection Vehicles	Each	$180.00
02 Full Detail on Small Vehicles	Each	$160.00

The total compensation under this Agreement shall not exceed four hundred six-eight thousand seven hundred twenty dollars ($468,720) excluding New Mexico gross receipt tax.

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall be effective when signed by the City and shall terminate on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER MAYOR

DATE: Jun 3, 2023

CONTRACTOR:
Mobile Clean Car Wash LLC

NAME

OWNER
TITLE

DATE:
CRS# 03-387979-006

Registration # 144493

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 3, 2023 08:58 MDT)

EMILY OSTER, FINANCE DIRECTOR
5100331 (Admin/Operations), 5100332 (Commercial Collections), 5100334 (Recycling Collections), and 5100335 (Residential Collections), Object 510310 (Service Contracts) AH
Org. Name/Org.#

To Whom It May Concern:

Mobile Clean Car Wash currently has a General Service Contract #22-0269 with the City of Santa Fe/Public Utilities/Environmental Services Division. This Contract was competitively bid. The bid number was 22/32/B

Mobile Clean Car Wash will extend the current pricing to all City Departments and Divisions.

- **City of Santa Fe Vendor number 6143**
- **Munis Contract number 3203373 EXP June 30, 2023**
- **Contract Item number 22-0269**
- **City of Santa Business License 144493 EXP April 8, 2023**
- **CRS #03-387979-006**

Mobile Clean Car Wash
Elder Sanchez
Owner and Authorized Representative
(505) 702-3061

Authorized Signature

For any questions or to schedule a detail please do not hesitate to contact me

Escaneado con CamScanner

Amendment 3 FULL Mobile clean

Final Audit Report 2025-05-29

Created:	2025-05-22
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALrUIjp2gbMjpDqRpUmRw6qiqLz86ywes

"Amendment 3 FULL Mobile clean" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-05-22 - 3:34:37 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-05-22 - 3:36:01 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-22 - 4:37:31 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-22 - 4:37:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-22 - 4:37:59 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-05-22 - 9:35:43 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-05-22 - 10:21:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-22 - 10:21:22 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-23 - 5:43:53 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-29 - 8:57:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-29 - 8:57:23 PM GMT

Powered by
Adobe
Acrobat Sign

CITY OF SANTA FE

The Grant Agreement Memo

Date: May 30, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Facilities Project Manager III

Via: Regina Wheeler, Public Works Department Director RW (May 30, 2025 14:50 MDT)
Sam Burnett, Facilities Division Director JOHN BURNETT (May 30, 2025 14:46 MDT)

Subject: Amendment No. 1 to Extend the Term of GSA #25-0521-0300-0062 to Establish the Balanced Resources Acquisition and Information Network (BRAIN)

ACTION:
Request for Approval of Amendment No. 1 to Governmental Services Agreement #25-0521-0300-0062 with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 for the Balanced Resources Acquisition and Information Network (BRAIN), a Consolidated Energy Information Tool, to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

BACKGROUND AND SUMMARY:
The City received a $550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN). The BRAIN consolidates energy usage data from facilities and renewable energy generation into an intuitive, control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will support optimization of building controls, energy generation resources and future storage resources.

The Brain is currently in the process of being developed, and staff anticipate having a functional dashboard by the end of July 2025, with additional refinements to be added through December 2025.

The granting agency has approved the extension of the term from June 30, 2025, to June 30, 2026.

A separate contract amendment with Paradise Power Company, Inc. to extend the term for implementation of the BRAIN from June 30, 2025, to June 30, 2026, follows this grant agreement.

ATTACHMENTS:
Amendment No. 1
Original Grant Agreement Packet with BAR

APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200
Project Ledger Number: PWD2532021

CFDA/ALN Number: 81.041

Federal Grantor/Pass-Through/Program: Federal Funds

Grant Manager/Designee: ERIKA LUJAN Date: _____
ERIKA LUJAN (May 30, 2025 16:35 MDT)
CPO Comment/Exceptions: _____

Finance Director/Designee: Emily K. Oster Date: _____
Budget Officer Comment/Exceptions: _____

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

☒ **Departmental Acknowledgment:** RW
RW (May 30, 2025 14:50 MDT)
By submitting this document, the department acknowledges and agrees to comply with all requirements set forth by the external funding agreement. This includes but is not limited to:

- Adhering to 2 CFR 200 federal regulations, state and local policies, and external funding requirements.
- Ensuring all necessary disclaimers are incorporated into the contractual process.
- Meeting all financial and programmatic reporting obligations.
- Routing the agreement through the Grants Department prior to execution.

STATE OF NEW MEXICO
GOVERNMENTAL SERVICE AGREEMENT AMENDMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
CITY OF SANTA FE

GOVERNMENTAL SERVICE AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and City of Santa Fe (Entity).

WHEREAS, the parties have previously entered into a Government Services Agreement effective December 16, 2024 (GSA #25-0521-0300-0062) and

WHEREAS, Section 13 thereof provides that the original Agreement shall not be amended except by written instrument executed by the parties, and

WHEREAS, the parties now agree that it is in their mutual interest to amend their previously made Agreement.

NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND their previous Agreement by this **GOVERNMENTAL SERVICE AGREEMENT AMENDMENT NO. 1** as follows:

1. The deliverables table in Section 2. Compensation is removed and replaced with the following:

Deliverables	Completion Date	Invoice Amount
Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project.	April 25, 2025 Complete	$130,000.00
Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment.	May 12, 2025 Complete	$80,000.00

Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals.	June 30, 2025	$120,000.00
Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts.	July 28, 2025	$160,000.00
Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types.	August 29, 2025	$40,000.00
Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals.	October 29, 2025	$20,000.00

2. The entire Section 3. Term is removed and replaced with the following:

"3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on June 30, 2026, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below."

3. All other terms and conditions of the parties' original Governmental Service Agreement shall remain the same.

4. This **Governmental Service Agreement Amendment No. 1** becomes effective on the later date of the two signatures below.

{Signatures on next page}

IN WITNESS WHEREOF, the Parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By:_____ Date:_____
Cabinet Secretary or Designee

CITY OF SANTA FE

By:_____ Date:_____
Alan Webber, Mayor

ATTEST:

By:_____ Date_____
Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault (May 21, 2025 14:35 MDT) Date 05/20/2025
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date_____
Emily Oster, Finance Director

GSA 25-521-0300-0062-001 City of Santa Fe CLEAN-U

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3gA4Iq34bQKpqnvjnm-ZU5o3zOv34mp0

"GSA 25-521-0300-0062-001 City of Santa Fe CLEAN-U" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-05-21 - 6:52:29 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-05-21 - 6:53:21 PM GMT

Email viewed by klnault@santafenm.gov
2025-05-21 - 8:35:04 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-05-21 - 8:35:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-05-21 - 8:35:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-21 - 8:35:41 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: November 20, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III

Via: Regina Wheeler, Public Works Department Director RW (Nov 20, 2024 14:30 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 20, 2024 13:32 MST)

Subject: Grant Agreement for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

---

ACTION:
Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of $550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $550,000 to FY25 Revenue and Expenses for the BRAIN Project.

BACKGROUND AND SUMMARY:
Facilities Division applied for and received a $550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

A separate contract with Paradise Power Company, Inc., to implement the BRAIN, follows this grant agreement.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

ATTACHMENTS:
Grant Agreement
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A N/A (Nov 25, 2024 14:35 MST) Date: Nov 25, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:
$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200
Project Ledger Number: PWD2532021

Budget Officer/Designee: Andy Hopkins Date: Nov 25, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Capital Asset* or Project**? ☑ Yes | ☐ No
Project Ledger# PWD2532021
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Nov 26, 2024 08:10 MST) Title: Grants Manager Date: Nov 26, 2024
Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info:
Lisa Kahahane (elkahahane@santafenm.gov)

**STATE OF NEW MEXICO,
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
CITY OF SANTA FE**

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) and the City Of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Entity shall:

Establish the Balanced Resources Acquisition and Information Network (BRAIN) data center and management platform. Interconnect the BRAIN to the Entity's energy-generation assets and energy-consuming facilities. Ensure the BRAIN's functionality by building out a software interface that shows the Entity's real-time energy-generation and use, provides alerts when predetermined operational parameters are not being met, produces automated energy billing reports, and collects historic energy production and consumption data.

Regularly educate and inform EMNRD's Energy Conservation and Management Division (ECAM) about the steps required to build the BRAIN and evaluate the BRAIN's effectiveness and replicability as outlined in Section 2.(A) – Deliverables.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work and Deliverables as specified below. This amount shall not exceed five hundred fifty thousand dollars ($550,000.00), including New Mexico governmental gross receipts taxes, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Deliverables	Completion Date	Invoice Amount
Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project.	January 3, 2025	$130,000.00
Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment.	March 10, 2025	$80,000.00

Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals.	March 31, 2025	$120,000.00
Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts.	May 11, 2025	$160,000.00
Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types.	June 10, 2025	$40,000.00
Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals.	June 15, 2025	$20,000.00

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein or the amounts stated per task. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. Entity must submit detailed invoices accounting for all services performed. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. If EMNRD finds that the invoice services, are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice or services, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice or services have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when funds have been encumbered for this Agreement. It shall terminate on June 30, 2025, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such

termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the United States Department of Energy (DOE) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. Status of Entity: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity 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 EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

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

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently

has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. 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, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

15. Penalties for Violation of Law: The Procurement Code, 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 bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity 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 Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

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

18. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor and DOE. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and

expenses related to this Agreement for which exception is under consideration by DOE and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. 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 with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections41-4-1 *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

21. 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.

22. 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 performance 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 waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Chadette Pfaff - Program Manager
ECAM
Chadette.pfaff@emnrd.nm.gov
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Caryn Grosse - Project Administrator Sr.
200 Lincoln Ave.
Santa Fe, NM 87501
clgrosse@santafenm.gov
505-955-5938

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

25. Acknowledgment: Entity shall acknowledge EMNRD and DOE as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1) including qualified MBEs/WBEs on solicitation lists;

2) assuring that MBEs/WBEs are solicited once they are identified;

3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

1) engage in severe forms of trafficking in persons during this Agreement's term;

2) procure a commercial sex act during this Agreement's term; or

3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

ENTITY NAME

By: _____ Date: _____
Alan Webber, Mayor

ATTEST:

By: _____ Date: _____
Geralyn Cardenas, Interim City Clerk

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault Date: 11/12/2024
Kevin L. Nault (Nov 12, 2024 16:49 MST)
Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date: Nov 26, 2024
Emily Oster, Finance Director

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 12/16/24
Cabinet Secretary or Designee

ENTITY NAME

By: _____ Date: Dec 15, 2024
Alan Webber (Dec 15, 2024 14:11 MST)
Alan Webber, Mayor

ATTEST:

By: _____ Date: Dec 16, 2024
Andrea Salazar (Dec 16, 2024 08:54 MST)
~~Geralyn Cardenas, Interim~~ City Clerk

GB MTG 12/11/2024

XIV

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault Date: 11/12/2024
Kevin L. Nault (Nov 12, 2024 16:49 MST)
Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date: Nov 26, 2024
Emily Oster, Finance Director

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	11/18/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	PWD2532021	550,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM ENMRD GSA	3209980	490200	PWD2532021	(550,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

NM ENMRD GSA grant award for BRAIN Platform Project in the total amount of $550,000.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

De Alva Calabaza — 11/18/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Regina Wheeler (Nov 22, 2024 18:21 MST)

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 25, 2024
Budget Officer — Date

Emily K. Oster — Nov 26, 2024
Finance Director *{≤ $5,000}* — Date

Randy Randall (Nov 26, 2024 22:40 CST) — Nov 26, 2024
City Manager *{≤ $60,000}* — Date

Memo Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format

Final Audit Report 2024-11-20

Created:	2024-11-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4UiEJ1LRaqu5_3bn56-XnxDcQ-yzUh4U

"Memo Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-20 - 8:25:47 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-20 - 8:30:01 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-20 - 8:30:51 PM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-20 - 8:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-20 - 8:31:00 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-20 - 8:31:26 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-20 - 8:32:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-20 - 8:32:53 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-20 - 9:30:00 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2024-11-20 - 9:30:57 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-20 - 9:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-20 - 9:30:59 PM GMT

Powered by
Adobe
Acrobat Sign

Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed

Final Audit Report 2024-11-23

Created:	2024-11-23
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAenJsZnRb80rkmjltvJHC-s1wr_C3NOyn

"Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-23 - 0:32:30 AM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-23 - 0:33:12 AM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-23 - 1:20:54 AM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-23 - 1:21:21 AM GMT- IP address: 76.18.67.54

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-23 - 1:21:23 AM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.
2024-11-23 - 1:21:23 AM GMT

Powered by Adobe Acrobat Sign

Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed

Final Audit Report 2024-11-27

Created:	2024-11-25
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwQMvZ-3X2enCcapbxJxkSGhIXvVZvqf

"Contract Packet_Grant_EMNRD $550000.00_11 19 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-25 - 3:11:24 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-25 - 3:20:19 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-25 - 6:50:53 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-25 - 6:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-25 - 6:51:31 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-11-25 - 9:28:20 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-11-25 - 9:35:30 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (jdlovato@santafenm.gov)
Signature Date: 2024-11-25 - 9:35:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to evlujan@santafenm.gov for signature
2024-11-25 - 9:35:35 PM GMT

Email viewed by evlujan@santafenm.gov
2024-11-26 - 3:09:25 PM GMT- IP address: 104.47.65.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2024-11-26 - 3:10:42 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2024-11-26 - 3:10:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-26 - 3:10:47 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-27 - 0:57:57 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-27 - 0:59:17 AM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) and Randy Randall (rrandall@santafenm.gov) for signature. One of them to sign
2024-11-27 - 0:59:19 AM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-11-27 - 4:39:15 AM GMT- IP address: 104.28.132.125

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-11-27 - 4:40:01 AM GMT - Time Source: server- IP address: 68.105.56.157

Agreement completed.
2024-11-27 - 4:40:01 AM GMT

Grant PACKET_Amend #1_Grid Mod BRAIN_05 22 2025_CG2 ELK3 RW

Final Audit Report 2025-06-09

Created:	2025-05-30
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0DdQteRZnDY6SPyXvpbdmh5sLDQCamGD

"Grant PACKET_Amend #1_Grid Mod BRAIN_05 22 2025_CG2 ELK3 RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-30 - 7:28:40 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-05-30 - 7:33:58 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-05-30 - 7:34:19 PM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-05-30 - 7:34:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-05-30 - 7:34:33 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-05-30 - 8:19:07 PM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-05-30 - 8:46:43 PM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-05-30 - 8:46:45 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-05-30 - 8:50:14 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-05-30 - 8:50:29 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-05-30 - 8:50:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-30 - 8:50:32 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-05-30 - 10:33:56 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-05-30 - 10:35:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-30 - 10:35:11 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-06-05 - 6:30:11 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-06-05 - 6:33:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-06-05 - 6:33:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-06-09 - 6:08:17 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-06-09 - 6:08:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-06-09 - 6:08:34 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 20, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (May 23, 2025 10:12 MDT)

From: Jennifer Morrow, PE Complete Streets Division Director Jennifer Morrow (May 23, 2025 08:59 MDT)

Subject: On-Call Bridge and Culvert Maintenance and Repair

Vendor Name: AUI Inc.

Munis Vendor Number: 10435

ACTION:

Request for approval of a Construction Contract in the total amount not to exceed $4,000,000 including NMGRT for On-Call Bridge and Culvert Maintenance and Repair Services for a term of Four Years with AUI Inc. (Jennifer Morrow, PW Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250431.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Works Department is establishing two on call contracts for construction services to support bridge and culvert infrastructure projects. Having two companies under contract that can perform bridge and culvert infrastructure projects provides capacity and expertise for necessary bridge and culvert maintenance and repair work throughout the City. Having multiple vendors under on-call contract also facilitates the solicitation of multiple quotations on any piece of work and selection of best value provider for a particular task.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $4,000,000 over 4 years. Execution of this agreement does not constitute any promise to purchase any amount of work. Funds for these services will be identified and budgeted, as needed, for each individual capital improvement project.

ATTACHMENTS:

Construction Contract
Procurement document: Statewide Price Agreement
Certificate of Liability Insurance (COI)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The New Mexico Statewide Price Agreement #30-80500-22-16992 expires on March 23,2026.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/28/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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: _____

Item #: _____
Munis Contract #: 3250431
SWPA/30-80500-22-16992

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and AUI, Inc., 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

Contractor shall provide on-call bridge and culvert construction services based on State Price Agreement 30-80500-22-16992 with the scope of work of which is incorporated into this contract. Work includes, but is not limited to, construction and repairs of bridge deck surfacing and overlay, railing, substructure, superstructure elements, erosion protection and slope paving, concrete, culvert and headwalls. Associated work shall also include all aspects of traffic control, permitting including assisting with Army Corps of Engineers permits as necessary. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder. Once a need is identified, the Project Manager will issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in their ITB, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Per Task Order

C. Distribution:

City	Public Works Department 737 Agua Fria Street Santa Fe, NM 87501
Contractor	AUI, Inc. 7420 Reading Avenue SE Albuquerque, NM 87105

2. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed , such compensation not to exceed Four Million Dollars ($4,000,000), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed Four Million dollars ($4,000,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed Four Million dollars ($4,000,000). The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one million dollars ($1,000,000) including gross receipts tax per fiscal year in FY25 through FY29.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City.

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. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked..

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate four **(4) years from date of final signature**.

4. 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) Except as otherwise provided in Paragraphs 7.A and 17, 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 5, "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.*

5. 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.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction 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.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

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

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. 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

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. 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, Chapter 10, Article 16 NMSA 1978.

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 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 12 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 12 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions

made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, State Price Agreement 30-80500-22-16992, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement 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. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a 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.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **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.

D. 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.

22. 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

23. 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. 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 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.

24. 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, Section 41-4-1, et. seq. NMSA 1978, 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.

25. 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.

26. 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.

27. 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:

To the City:
Public Works Director or Complete Streets Director
City of Santa Fe Public Works Department
737 Agua Fria Street
Santa Fe, NM 87501
rawheeler@santafenm.gov or jlmorrow@santafenm.gov

To the Contractor:
Laura Jaquez, Chief Administrative Officer
AUI, Inc.
7420 Reading Avenue SE
Albuquerque, NM 87105
lauraj@auiinc.net

28. 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 into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These 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 Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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:

_____
Alan Webber, Mayor
DATE: _____

CONTRACTOR:
AUI, Inc.

Laura Martinez

_____
Laura Jaquez, Chief Administrative Officer
DATE: Apr 15, 2025

NMBTIN#: _850341049

City of SF Business License #: 226213

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 15, 2025 14:57 MDT)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____
FINANCE DIRECTOR

Docusign Envelope ID: 5CB358B2-2560-4EC6-B415-5913719E1576

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number**: 30-80500-22-16992**

Amendment No.**: Two**

Term**: March 24, 2023 – March 23, 2026**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this contract please contact:
Dolores Baca 505-570-7936

Title**: Statewide Bridge & Culvert Repair**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2025 to March 23, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/13/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 10FF273D-0544-4143-A527-1581F2AEA318

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number**: 30-80500-22-16992**

Amendment No.**: One**

Term**: March 24, 2023 – March 23, 2025**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Title**: Statewide Bridge & Culvert Repair**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2024 to March 23, 2025 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Date: 12/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent
This has been signed on behalf of the State Purchasing Agent

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
3 Vendors – See Page 6

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Price Agreement Number**:** **30-80500-22-16992**

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

F.O.B.**:** **As Requested**

Delivery**:** **See Page 6**

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Statewide Bridge & Culvert Repair**

Term**:** **March 24, 2023 thru March 23, 2024**

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/24/2023

New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

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

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

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

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

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Awarded Vendors:

(AA) 0000048892
AUI Inc.
PO Box 9825

Albuquerque, NM 87119-9825
505-242-4848
darrinh@auiinc.net

Payment Term: Net 30
FOB: Destination
Delivery: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

NM Base Station: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

(AB) 0000047014
Hasse Contracting Company, Inc.
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-400-2336
chasse@hasseco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested
NM Base Station: 6613 Edith Blvd. NE, Albuquerque, NM 87113

(AC) 0000094246
Sunland Asphalt & Construction LLC
1625 E. Northern Ave.

Phoenix, AZ 85020
480-458-8196
mdieu@sunlandasphalt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested with consideration to material procurement and supplier scheduling
NM Base Station: 5204 2nd Street NW, Albuquerque, NM 87107

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Specifications:
Establish a Price Agreement for the repair of bridges, concrete box culverts, retaining walls, slabs on grade and other transportation structures for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor, and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link: http://dot.state.nm.us/content/nmdot/en/Standards.html and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

Specific sections have been referred to in bid items when most applicable, however work is not limited to specific sections listed. When applicable, Special Provisions are shown in Appendix A, additional requirements in Appendix B, C and D and NMDOT PS&E Standard Drawings.

The Vendor shall perform with its own organization at least forty percent (40%) of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid. For information on obtaining Prequalified status please visit the following website:
http://dot.state.nm.us/content/nmdot/en/prequalification.html

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or via email at NMDOTAPL@dot.nm.gov

Drawings required for this price agreement can be accessed through the following website:
http://dot.state.nm.us/content/dam/nmdot/Bridge/management/StatewideBridgeRepairPriceAgreementDrawings.pdf

Term:
The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:
Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to one hundred percent (100%) of the total purchase order. Said bonds must be provided to

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:
Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

Cost for materials incorporated into the work and shipping costs shall be paid to the Contractor at the invoice cost to the Contractor from the Supplier. Markup on materials is NOT allowed. Costs for material incorporated into the work and shipping costs are not to be included in the bid amount.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:
NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Method of Award:
Method of award shall be to one or more Contractors for each district. Items shall be awarded to one or more Contractors per district, but not to exceed three (3) Contractors per group (district). This price agreement may be awarded to one (1) or more Contractors, as follows:

Items 001 to 085 – District One

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Items 086 to 170 – District Two
Items 171 to 255 – District Three
Items 256 to 340 – District Four
Items 341 to 425 – District Five
Items 426 to 510 – District Six

For a bid to be considered for award to a group/district, prices must be submitted for all items for that group (district). Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group/group.

Utilization of Vendors:
The following procedure for the utilization of Vendors shall be used on multiple award price agreements.

1. The selection of a Vendor from a multiple award Price Agreement to complete a project shall be based on the purchase order utilizing pricing contained within this Price Agreement.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Vendor.

    a. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file. A Contractor not having the lowest individual project estimate can be used if the Contractor providing the lowest estimate is unable to meet all project requirements, including project schedule, as determined and documented by the District Engineer or their designee.
    b. If a contractor fails to respond or commit in writing within ten (10) working days from the time NMDOT requests services, including estimate and project schedule, the contractor will be deemed nonresponsive and the NMDOT will move on to the next available contractor.

Public Works Minimum Wage Act:
This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:
For projects over sixty thousand dollars ($60,000.00) where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX

The Vendor Agrees To:

A. Provide competent supervision and skilled personnel to perform all work covered by this Price Agreement.

B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.

C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

D. Comply with state laws and rules pertaining to worker’s compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

F. Make all necessary arrangements with the appropriate railroad personnel for the railroad to provide flagging operations when required. The Contactor shall submit the invoice for the railroad flagging costs to the District Engineer or their designee and the Contractor will be reimbursed at invoice cost.

Insurance Requirements:

The Vendor shall procure and maintain at the Vendor’s expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

   Bodily Injury Liability:
   $1,000,000 each person; $2,000,000 each occurrence
   (Annual aggregate)
   Property Damage Liability:
   $2,000,000 each occurrence
   (Annual aggregate)

   a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

      1. Coverage for liability arising out of the operation of independent Contractors
      2. Completed operation coverage
      3. Attachment of the Broad Form Comprehensive General Liability Endorsement

   b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

   c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:

      1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

   d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

   Bodily Injury Liability:

   $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Property Damage Liability:

$2,000,000 each occurrence (annual aggregate)

(B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

(C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement. No award will be given until Certificate of Insurance is provided as per the requirements pursuant to Public Liability and Automotive Liability per paragraph (A) 1 and (A) 2 of this subsection.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

(D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

(E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.

(F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

National Railroad Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

$2,000,000 each occurrence

Liability and Physical Damage to Property:

$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Payments and Invoicing:
Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within twenty one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within twenty one (21) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

do so the purchase order may be canceled effective immediately.

Escalation Clause:
In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Specification for Bridge and Culvert Repair:

The District Engineer or their designee shall issue a Purchase Order to the Contractor prior to the beginning of any work which may include the following:

- A clearly defined Scope of work for each bridge in the work assignment.
- A list of the bid items and quantities which will be used in the Work assignment. When applicable, the special provisions as shown in “APPENDIX A” and the additional requirements as shown in “APPENDIX B, C and D” will be followed. Some quantities may be estimated and stated as such at the beginning of the work assignment when field conditions or other factors may prevent an actual measurement. The Agreement of Work shall be signed by both parties when the Work assignment is issued.
- The location, schedule, and time restraint of the work assignment.
- Other specific NMDOT requirements.

The District Engineer or their designee shall have the option to suspend the Contractor’s operation during special events such as the New Mexico State Fair, Albuquerque International Balloon Fiesta, etc.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The District Engineer or their designee shall clearly define the limits of repair for bridges over a railroad and shall contact the NMDOT Bridge and Rail Bureaus to determine if additional requirements are needed.

The Contractor shall begin the necessary work at a specific location within fifteen (15) calendar days after receiving written notification. If the initial contractor is unable to start the work within the fifteen (15) calendar days, the District Engineer or their designee will have the option of going to the next lowest bidding contractor to provide the services requested.

The Contractor shall complete all work at any one location within the time period specified in the written notification from the NMDOT. Failure to do so, unless caused by weather delay or other factors not attributable to the Contractor, will result in Liquidated Damages as called out in the NMDOT's Standard Specifications for Highway and Bridge Construction, current edition, and being deducted from the money due to the Contractor for that approved work.

The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance. The Contractor shall be responsible for the disposal of all debris resulting from any work performed and the disposal of all debris generated by removal and repair operations at the Contractor's cost. Final payment may be withheld subject to written approval by the District Engineer or their designee.

The Contractor shall be liable for satisfactory workmanship of all operations for a period of one (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or their designee. Defects attributed to faulty material will be resolved by the Contractor, Supplier and/or Manufacturer. If warranties are called for in the Specifications or given by a Manufacturer in excess of one (1) year, all defects shall be corrected as stated in the Specification or as given by the Manufacturer.

Material:
All material used shall be approved by the District Engineer or their designee. Only material incorporated into a project at any given location shall be paid for; unauthorized excess material ordered, wasted materials or materials which are unacceptable to the District Engineer, or their designee shall not be paid for. Any and all material ordered by the Contractor as described in the Purchase Order, but not incorporated into the work shall be paid for at invoice cost (unless the Contractor breeches the terms of this Price Agreement in any way) upon completion of the Contract, and said material shall become the property of the NMDOT.

Traffic Control:
The Contractor shall abide with the NMDOT Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control (current editions). The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic control plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Furnish directly (or provide through an approved subcontractor) all traffic control items at locations specified including submittals of Traffic Control Plans (TCP), in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). No traffic control at a given location shall be paid for if no Work is being performed and the location could be (or is) open to traffic. At the discretion of the District Engineer or their designee, the TCP shall be submitted on 11"x17" sheets and shall be computer generated. The TCP will be submitted at least five (5) working days before work is to commence and will be approved by the District Engineer or their designee.

Traffic Control Locations

1. Urban traffic control - (within corporate limits of urban areas as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

2. Rural traffic control - (areas not within designated corporate limits or as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

Payment for traffic control items will begin when traffic is diverted from the travelled lane or when the Contractor begins their work. Payment will end when the assigned work has been completed. There will be no payment for time taken to set up or remove traffic control.

Any discounts will be applied to the invoice costs submitted to the NMDOT. **All materials incorporated shall be invoiced separately including all applicable discounts (if any). Materials will be paid for under bid items 085, 170, 255, 340, 425, or 510 depending on where the project is located.**

Invoice To:

General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
2912 E. Pine St.
Deming, NM 88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

District Three
P.O. Box 91750
Albuquerque, NM 87199-1750
NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2160
Milan, NM 87021-2159

Mobilization:
Payment for mobilization is for moves within the State of New Mexico from the Contractor's designated base station to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

Sketches included in the Price Agreement are examples of proposed work for bid items:

Item 035, 120, 205, 290, 375, or 460 (Dwg. BCRPA-1) Strip Seal Joint Full Depth Replacement at Abutments
Item 036, 121, 206, 291, 376, or 461 (Dwg. BCRPA-2) Strip Seal Joint Full Depth Replacement at Piers
Item 037, 122, 207, 292, 377, or 462 (Dwg. BCRPA-3) Strip Seal Joint Partial Depth Replacement
Item 038, 123, 208, 293, 378, or 463 (Dwg. BCRPA-4) Joint Seals
Item 039, 124, 209, 294, 379, or 464 (Dwg. BCRPA-5) Pre-Molded Joint Seal
Item 040, 125, 210, 295, 380, or 465 (Dwg. BCRPA-6) Pre-Molded Joint Seal with Concrete Removal
Item 042, 127, 212, 297, 382, or 467 (Dwg. BCRPA-7) Substructure Replacement
Item 043, 128, 213, 298, 383, or 468 (Dwg. BCRPA-8) Backwall Replacement

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

APPENDIX "A"
Special Provisions Modifying

The NMDOT Standard Specifications for Highway and Bridge Construction, current edition shall apply in addition to the following:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 207: Subgrade Preparation

Replace the following sub-section with:

207.3 Construction Requirements

With the exception of soils with a PI of 15 or greater, maximum dry density of all other soil types encountered or used will be determined in accordance with AASHTO T 180 (Modified Proctor), Method A or D (TTCP Modified). For soils with a PI of 15 or greater, maximum dry density will be determined in accordance with AASHTO T 99 (Standard Proctor).

The Contractor shall ensure the top two (2) ft. of borrow materials in the finished Subgrade is comprised of material with the design R-value.

The Contractor shall compact the top six (6) inches of the Roadbed to 95% of maximum density.

The Contractor shall ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus five percent (5%). For soils with a PI of 15 or greater, the Contractor shall ensure the moisture content of the soil at the time of compaction is from optimum moisture to optimum moisture plus four percent (4%).

Field density tests shall be performed in accordance with AASHTO T310 or by other Department approved methods and Section 906, “Minimum Testing Requirements.”

At locations where rock (shale, siltstone, or sandstone) is present at subgrade elevations, the Contractor shall remove all loose rock. The Contractor shall proof-roll the surface of the existing rock in accordance with Section 203-A.3.2, “Acceptance” to the satisfaction of the State Geotechnical Engineer prior to the placement of fill in fill sections or the proposed pavement section in cut sections. The Contractor shall backfill, any voids created by removal of loose rock, with base course and compact prior to proofrolling operations. The Contractor shall treat areas determined to be unstable in accordance with Section 203-A, “Unstable Subgrade Stabilization”. Areas determined to have unsuitable Materials shall be treated in accordance with Section 203.2.1.5, “Unsuitable Material”. Rock shall not be scarified and then compacted.

Section 511: Concrete Structures

Replace the following sub-section with:

511.1 DESCRIPTION

This work consists of constructing concrete box culverts, headwalls, retaining walls, abutments, bents, piers, slabs, girders, and Incidental Structures requiring the use of concrete, except pre-stressed members. See Section 512 for additional information related to superstructure concrete.

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 511.3.9.2 Class 1, Ordinary Surface Finish
Section 511.3.9.3 Class 2, Rubbed Surface Finish
Section 511.3.9.5 Class 4, Special Surface Finish
Section 511.3.10.2 Method 2, Curing Compound

Delete the following Pay Item from **Section 511.5 Basis of Payment**:

Pay Item	**Pay Unit**
Substructure Concrete, Class ____	Cubic Yard

Add the following to **Section 511.5.1 Work Included in Payment**:

10. All provisions of Specification Sections 509, 510, 511, and 512. In the event of a conflict, the more stringent shall apply; and
11. Welded wire fabric.

Section 512: Superstructure Concrete

Delete the following Pay Item from **Section 512.5 Basis of Payment** and replace with the following:

The Department will pay for Superstructure Concrete and High Performance Concrete (HPD) in accordance with **Section 511.5: Basis of Payment**.

Pay Item	**Pay Unit**
Structural Concrete, Class AA	Cubic Yard
Structural Concrete, Class HPD	Cubic Yard

Section 514: Concrete Barrier Railings for Bridges

Add the following to **Section 514.5.1 Work Included in Payment**:

5. Two (2) Bridge number plates for every Bridge.

Section 532: Penetrating Water Repellent Treatment

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

Section 532.2 MATERIALS
Section 532.3.2.3 Application

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Replace the following sub-section with:

532.5.1 Work Included in Payment
Penetrating Water Repellent Treatment applied to surfaces of new concrete structures will be considered as included in the payment for the main items and will not be paid for separately.

Section 533-A: Carbon Fiber Reinforcement

533-A.1 DESCRIPTION
This Work consists of applying bonded Carbon Fiber Reinforcement for strengthening concrete structures. This Specification does not include design aspects of the Carbon Fiber Reinforcement, and the extent and limitations of the repair and retrofit of an existing concrete Structure.

533-A.2 MATERIALS

533-A.2.1 Carbon Fiber Reinforcement Fabric and/or Laminate
The Contractor shall use high strength, high modulus Carbon Fiber Reinforcement fabric (fabric) of the type and size indicated in the Contract.

The Contractor shall use Carbon Fiber Reinforcement fabric that meets the manufacturer specified properties as indicated in the Contract.

533-A.2.2 Primer Coat
The Contractor shall use a primer coat that is a two (2) component, 100% solids, moisture tolerant high modulus, high strength epoxy.

533-A.2.3 Fabric Saturant
The Contractor shall use a saturant resin that is two (2) component, 100% solids, moisture tolerant, high modulus, and high strength epoxy.

533-A.2.4 Control of Materials
The Contractor shall deliver and store the specified Materials in original containers with seals unbroken, and labels intact and legible with verification of date of manufacture and shelf life. The Contractor shall store catalysts and initiators separately. All components shall be protected from dust, moisture, chemicals, direct sunlight, physical damage, fire and temperatures outside the range specified in the Carbon Fiber Reinforcement data sheets by the Contractor. The Contractor shall not incorporate into the Work any component that has been stored in a condition different from that stated above and shall dispose of these components.

533-A.2.5 Shelf Life
The Contractor shall not incorporate, into the Work, any components of Carbon Fiber Reinforcement, especially resins and adhesives that have been stored longer than the shelf life specified on the data sheet and shall dispose of these outdated components.

533-A.2.6 Handling
The Contractor shall handle all components of Carbon Fiber Reinforcement, especially fiber sheets, in accordance with the manufacturer's recommendations to protect them from damage and to avoid misalignment or breakage of the fibers by pulling, separating, wrinkling, or by folding the sheets. After cutting, the Contractor

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

shall either dry-stack the sheets with separators, or roll the sheets at a radius no tighter than 12 inches or as recommended by the manufacturer.

533-A.2.7 Safety Hazards
The Contractor shall handle with care all components of Carbon Fiber Reinforcement, especially resins and adhesives, to avoid safety hazards, including but not limited to skin irritation and sensitization and breathing vapors and dusts. The Contractor shall monitor the mixing of resins to avoid fuming, fire hazards, or violent boiling. The Contractor shall be responsible to ensure that all components of Carbon Fiber Reinforcement at all stages of Work conform to the local, state, and federal environmental and worker's safety laws and regulations.

533-A.3 CONSTRUCTION REQUIREMENTS
The Contractor's installation means and methods shall be in accordance with the manufacturer's installation recommendations. In the event of conflict with this Specification, the manufacturer's requirements shall govern.

533-A.3.1 Control of Work
The Contractor shall comply with the current editions of the following applicable standards unless otherwise specified herein:

1. ASTM D3039 (1995a), "Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials";
2. ICC AC125 (2003), "Interim Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber-Reinforced Polymer (FRP) Composite Systems";
3. ICC AC178 (2001), "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems";
4. ACI 440.2R-08, "Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures";
5. ACI 440-R-07 Report on Fiber-Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
6. ACI 440 R-96, State-of-the-Art Report on Fiber Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
7. ACI 503 R, Chapter 5, Pull-off test to determine FRP adhesion to concrete substrate; and
8. International Concrete Repair Institute (ICRI) Guide for the Selection of Strengthening Systems for Concrete Structures.

533-A.3.2 Qualifications
The Contractor shall meet the following requirements for qualification:

1. The Contractor or Subcontractor shall have a minimum of five (5) years of experience applying Carbon Fiber Reinforcement to existing concrete elements or ten (10) documented similar field applications with acceptable reference letters from respective owners. The Contractor or Subcontractor shall have in their employment field personnel with a minimum of five (5) years of experience in construction using epoxy resin adhesive Material.
2. In lieu of the requirement above, the Contractor may demonstrate, through a construction mockup, that they are capable of installing the Carbon Fiber Reinforcement to the requirements of this Specification.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

For the mockup, an area of Carbon Fiber Reinforcement of at least four (4) feet in width by four (4) feet in length shall be installed at a location on the Structure to be determined by the Project Manager.

533-A.3.3 Submittals
The Contractor shall submit the following to the Project Manager for review and Acceptance:

1. Health and Safety Sheets and Material Safety Data Sheets (MSDS) of each product, used on site and certification that the Materials conform to local, state and federal environmental and worker's safety laws and regulations;
2. Manufacturer's product data indicating product standards, physical and chemical characteristics, environmental durability, technical Specifications, limitations, installation instructions, maintenance instructions, and general recommendations for the proposed fiber and epoxy to be supplied;
3. Certification from the manufacturer of the system's Material properties including previously completed ASTM D3039 test results of the proposed system; and
4. Daily construction logs that include the following information: weather and temperature at application times; amount of product used and square footage/linear footage of substrate covered; batch numbers of all products used.

533-A.3.4 Preparation
The Contractor shall ensure availability of sufficient labor, Equipment and Materials to apply Carbon Fiber Reinforcement in accordance with the Contract requirements.

The Contractor shall inspect surfaces to receive the Work and report immediately in writing to the Project Manager any deficiencies in the surface that render it unsuitable for proper execution of this Work.

533-A.3.5 Substrate Repair and Surface Preparation of Existing Concrete Surfaces
All necessary repair and restoration of concrete section shall be approved by the Project Manager prior to surface preparation. The Contractor shall repair concrete substrate, if necessary, and shall clean and prepare the concrete surfaces prior to installing Carbon Fiber Reinforcement. The Contractor shall ensure that all concrete surfaces are dry and free of surface moisture and frost and shall test to evaluate moisture transmission in accordance with ASTM D4263 "Indicating Moisture in Concrete by the Plastic Sheet Method".

The Contractor shall repair all defective areas of concrete substrate. This Work shall be in accordance with Section 533, "Concrete Structure Repair". The Contractor shall allow repair areas to cure before Carbon Fiber Reinforcement application.

All concrete surfaces shall be sound. The Contractor shall remove deteriorated concrete, dust, laitance, grease, paint, curing compounds, waxes, impregnations, foreign particles, and other bond inhibiting debris from the surface by blast cleaning or equivalent mechanical means.

533-A.3.6 Surface Grinding
The Contractor shall remove all irregularities, unevenness, and sharp protrusions in the surface profile by grinding away to a smooth surface with less than 1/32-inch deviation. The Contractor shall use disk grinders or other similar devices to remove stain, paint, or any other surface substance that may affect the bond. The Contractor shall grind concrete surfaces to the concrete surface profile range of CSP 2-3 defined by ICRI as

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

minimum surface roughness level. The Contractor shall fill voids with diameters larger than ½ inch when straight edge placed on the surface.

533-A.3.7 Chamfering Corners
The Contractor shall round or chamfer all outside corners and sharp edges receiving Carbon Fiber Reinforcement to a radius of ½ inch as per ACI 440.2R-08. The Contractor shall grind ridges, form lines and sharp or roughened edges greater than ¼ inch. The Contractor shall remove obstructions and embedded objects before installing the Carbon Fiber Reinforcement, if recommended by the manufacturer.

533-A.3.8 Crack Injection
The Contractor shall fill all cracks in the surface of concrete or the substrate wider than 0.01 inch and with spacing less than 1.5 inches or cracks wider than 1/32 inch using pressure injection of epoxy in accordance with Section 534, “Epoxy Injection”. The Contractor shall install the Carbon Fiber Reinforcement no earlier than 24 hours after crack injection. The Contractor shall remove any surface roughness caused by injection.

533-A.3.9 Surface Profiling
After the Contractor grinds the surface, any remaining unevenness in the surface greater than that specified in Section 533-A.3.6, “Surface Grinding”, including out-of-plane variations, fins, protrusions, bug holes, depressions, voids and roughened corners shall be filled and smoothed overusing putty made of epoxy resin mortar or polymer cement mortar with strength equal to or greater than the strength of the original concrete. The patching Material shall be cured a minimum of seven (7) Days before installing Carbon Fiber Reinforcement unless its curing and strength are verified by testing.

533-A.3.10 Surface Cleaning
The Contractor shall clean the substrate concrete and finished surface of concrete in accordance with the manufacturer’s recommendations and approval of the Project Manager. Cleaning shall remove any dust, laitance, grease, oil, curing compounds, wax, impregnations, stains, paint coatings, surface lubricants, foreign particles, weathered layers or any other bond- inhibiting debris.

533-A.3.11 Environmental Conditions for Installation
The Contractor shall examine environmental conditions before and during installation of Carbon Fiber Reinforcement to ensure conformity to the Contract and manufacturer’s recommendations. The Contractor shall not apply primers, putty, saturating resins, or adhesives on cold, frozen, damp, or wet surfaces. Ambient and concrete surface temperatures shall be within 50°- 90° F, unless specified by the manufacturer. Moisture level on all contact surfaces shall be less than 4.3% at the time of installation of Carbon Fiber Reinforcement, as evaluated according to ACI 503R-93. Moisture restrictions may be waived for resins that have been formulated for wet applications. Relative humidity at the time of Carbon Fiber Reinforcement application shall be within the range specified by the manufacturer.

The Contractor is solely responsible for fume control and shall take necessary precautions against injury to personnel or adjacent building occupants during application of tack coat and resin, etc. Contractor personnel shall use protective Equipment and area shall be well ventilated to the outside. As a minimum, the Contractor shall take the following precautions:

1. Follow all state, federal, and local safety regulations; and
2. Follow all manufacturer’s safety requirements.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-A.3.12 Moisture Vapor Transmission
The Contractor shall not proceed with the application of Carbon Fiber Reinforcement if any moisture vapor transmission is present. Concrete dryness is necessary, when using elevated temperature cure. The Contractor shall inject any bubble that develops from moisture vapor transmission with the same adhesive Material used for Carbon Fiber Reinforcement, in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.13 Application in Inclement Weather
When inclement weather does not allow installation of Carbon Fiber Reinforcement, the Contractor may employ auxiliary measures to correct the conditions. An auxiliary heat source may be used in cold weather to raise the ambient and concrete surface temperatures to Acceptable levels, as recommended by the manufacturer but no more than the glass transition temperature. Pressurized air may be used to dry the surface dampness.

533-A.3.14 Application of Wet Lay-up Carbon Fiber Reinforcement
The following specifies the necessary measures for installing wet lay-up Carbon Fiber Reinforcement using dry or pre-pregnated fiber sheets and saturants.

533-A.3.14.1 Mixing of Resin Components
The Contractor shall mix all resin components, including main agent and hardener, at proper temperature using appropriate weight ratio, for a duration specified by the manufacturer, until thorough mixing with uniform color and consistency is achieved. Resins shall not be diluted with any organic solvents such as thinner. Manual stirring and small electrically powered mixing blades are allowed. Resin shall be mixed in quantities sufficiently small enough to ensure that it can be used within its pot life. The Contractor shall not use any mixed resin that exceeds its pot life or begins to generate heat or show signs of increased viscosity, and shall properly dispose of this unusable resin. Mixing of some resins may be accompanied by noxious fumes. The Contractor shall take precautions regarding resin impact on the environment, including emission of volatile organic compounds and toxicology.

533-A.3.14.2 Primer Coat
A primer coat is generally required in Carbon Fiber Reinforcement. The Contractor shall apply one (1) or two (2) coats of primer on the concrete surface to penetrate its open pores in accordance with manufacturer's recommendations. The primer coat may be applied with a trowel or roller.

533-A.3.14.3 Saturant
The Contractor shall first apply a coat of saturating resins uniformly applied as an undercoat to all locations on the concrete surface where the Carbon Fiber Reinforcement is to be installed. The Contractor shall dispose of any mixed saturant that exceeds its pot life.

533-A.3.14.4 Carbon Fiber Reinforcement Application
The Contractor shall saturate the fabric with epoxy matrix as per manufacturer's recommendations. The Contractor shall apply saturated fabric to concrete surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric. The Contractor shall release any entrapped air between fabric sheets and concrete surfaces or shall roll the fabric sheets in the direction parallel to the fibers, while allowing the resin to impregnate the fibers and achieve intimate contact with the substrate.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Rolling perpendicular to the fiber direction is not allowed. The Contractor shall apply sufficient saturant on top of the fabric sheet, as overcoat, to ensure full saturation of the fibers. The Contractor shall apply undercoat and overcoat of fabric sheets with no interruption. Once installed, the Carbon Fiber Reinforcement shall be free of kink, folds, delamination, edge curling, and waviness. The Contractor shall detail all Carbon Fiber Reinforcement edges, including butt splice, termination points, and jacket edges, with thickened epoxy.

533-A.3.15 Multiple Fiber Sheet Plies

For multi ply Carbon Fiber Reinforcement sheet installations, the Contractor shall follow Section 533-A.3.4.4, "Carbon Fiber Reinforcement application for each additional Carbon Fiber Reinforcement sheet. The amount of resin overcoat for intermediate plies is approximately 15% - 20% greater than a single-ply installation, because the saturant serves as the overcoat for the applied ply and the undercoat for the next ply. Each ply shall be applied before the onset of complete gelation of the previous layer. The number of plies that can be applied in a single Day shall be determined based on the manufacturer's recommendations and the approval of the Project Manager. Multiple plies can also be applied in several Days. When previous layers are cured, interlayer surface preparation, such as light sanding may be required.

533-A.3.16 Overlapping

The Contractor shall construct a lap joint when an interruption occurs in the direction of Carbon Fiber Reinforcement. The length of lap splices shall be at least six (6) inches. The Contractor shall stagger lap splices on multiple plies and adjacent strips.

533-A.3.17 Procedure Modification

The Contractor may modify installation procedures as approved by the manufacturer and Bridge Engineer prior to implementing the modifications.

533-A.3.18 Curing

The Contractor shall not make field modifications of resin chemistry for rapid curing. The Contractor shall monitor curing of installed plies before placing subsequent plies. In case of any curing irregularity, the Contractor shall not install subsequent plies.

The Contractor shall protect finished installation of Carbon Fiber Reinforcement from rain, sand, dust, etc. using protective sheeting or other barriers. The Contractor shall not allow protective sheeting to come in contact with the finished application.

533-A.3.19 Protective Coating and Finishing

The Contractor shall apply protective coating on the surface of Carbon Fiber Reinforcement. The coating shall be non-vapor-barrier, flexible, waterproofing, and compatible with Carbon Fiber Reinforcement. The coating may be a polymer-modified Portland cement coating or a polymer-based latex coating. The mortar finish shall be made with silica sand between sieves No. 40 (1/64 in) and No. 6 (1/8 in), spread over the Carbon Fiber Reinforcement before the resin hardens.

533-A3.20 Field Quality Control

The Contractor's field quality control procedures shall be in accordance with the following details in addition to ICC AC178, "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems." All quality control shall be by the Contractor.

533-A.3.21 Field Records

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor shall record batch numbers for Carbon Fiber Reinforcement and epoxy used each Day and note locations of installation. The Contractor shall measure square footage of Carbon Fiber Reinforcement and volume of epoxy used each Day. A complete report shall be submitted to the Project Manager upon Acceptance of the Work.

533-A.3.22 Field Inspection
The Contractor shall inspect the Carbon Fiber Reinforcement during and immediately following application of Carbon Fiber Reinforcement. The Contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

533-A.3.23 Inspection and Fiber Orientation
The Contractor shall examine, by visual inspection, fiber or ply orientation, fiber kinks and waviness for conformity to the Contract. The Contractor shall correct deficiencies in accordance with the manufacturer's recommendations.

533-A.3.24 Inspection for Debonding
After at least 24 hours after the initial cure of the resin, the Contractors shall examine the surface, by visual inspection, for any swelling, bubbles, voids or delamination. If an air pocket is suspected, the Contractor shall perform an acoustic tap test with a hard object to identify delaminated areas by sound, with at least one (1) strike per one (1) square foot. The Contractor shall treat defects in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.25 Inspection for Cure of Resin
The Contractor shall follow the resin manufacturer's recommendations for Acceptance criteria. If cure of resin is found unacceptable, the entire area will be marked and repaired.

533-A.3.26 Inspection for Cured Thickness
Carbon Fiber Reinforcement will not be Acceptable if the number of plies is less than that indicated on the Plans or if the cured thickness of Carbon Fiber Reinforcement is less than that indicated on the Plans by more than 1/1000 inch. The entire area of Carbon Fiber Reinforcement marked unacceptable shall be repaired in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.27 Acceptance, Rejection and Correction of Improper Carbon Fiber Reinforcement Installation
The following criteria shall apply to the rejection of Carbon Fiber Reinforcement application.

533-A.3.27.1 Acceptance
Carbon Fiber Reinforcement will be accepted for full payment when all the requirements of these Specifications have been adhered to in addition to the following:

1. Material Properties. The Material properties shall be equal to the specified design values;
2. Location and Alignment Tolerances. The width of Carbon Fiber Reinforcement shall not vary from that which is shown on the Plans or approved alternate design by more than ¼ inch. The Carbon Fiber Reinforcement shall be installed along a straight line with a maximum out of straightness of one (1) inch in the ten (10) feet; and
3. System Installation Integrity. The Carbon Fiber Reinforcement shall be installed as indicated in the Contract and in accordance with manufacturer's recommendations.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-A.3.27.2 Rejection
If Carbon Fiber Reinforcement installation is not in accordance with the Contract and/or manufacturer's recommendations are not followed, the installation may be rejected.

533-A.3.27.3 Correction of Improper Application
The Contractor shall repair all defects, including bubbles, delamination, and fabric tears, spanning more than five percent (5%) of the surface area, or as specified by the Project Manager. Small entrapped air pockets and voids naturally occur in mixed resin systems, do not require repair or treatment. Defect repair procedures shall be provided by the manufacturer and be submitted to the Project Manager for review and Acceptance. The Contractor shall repair the following:

1. Epoxy injection of small defects. Small entrapped voids or surface discontinuities no larger than ¼ inch diameter shall not be considered defects, and require no corrective action, unless occurred next to edges or when there are more than five (5) such defects in an area of ten (10) ft². Small defects of size between ¼- and 1¼-inch diameter shall be repaired using low pressure epoxy injection, as long as the defect is local within and does not extend through the complete thickness of the laminate in the case of multiple Carbon Fiber Reinforcement. If any delamination growth is suspected between Carbon Fiber Reinforcement plies due to injection, the procedure shall be halted and repair shall follow the patching of minor defects procedure;
2. Patching of minor defects. Minor defects are defined as those having an individual diameter of 1¼ inch to six (6) inches and frequency of less than five (5) per any surface area of ten (10) foot length or width. The area surrounding the defects to an extent of at least one (1) inch on all sides shall be carefully removed. The area shall be wiped cleaned and thoroughly dried. The area shall then be patched by adding a Carbon Fiber Reinforcement patch of the same type of the original laminate and extending at least one (1) inch on all sides of the removed area. Replacement may also be conducted using the procedure for replacement of large defects; and
3. Replacement of large defects. Defects larger than six (6) inch in diameter shall be carefully marked and scarified out extending to a minimum of one (1) inch on all sides. Scarifying shall be progressive through the layers, in the case of multi-ply Carbon Fiber Reinforcement until past the defective area. In case the defect extends to the first Carbon Fiber Reinforcement ply adjacent to the concrete, the entire thickness of Carbon Fiber Reinforcement and primer shall be removed. The substrate shall be appropriately prepared and primer re-applied after ensuring that the surface and Carbon Fiber Reinforcement are clean and dry. Application of a new Carbon Fiber Reinforcement within the scarified area shall follow procedures for the original Carbon Fiber Reinforcement, except that an additional layer extending a minimum of six (6) inches on all sides of the scarified area shall be added as a patch. A written corrective action plan shall detail the proposed repair and shall be submitted to the Project Manager for review and Acceptance.

533-A.3.28 Clean-Up

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor is responsible for the clean-up of the Equipment and the Project site from hazardous and aesthetically undesirable Carbon Fiber Reinforcement components using appropriate methods, as recommended in the Carbon Fiber Reinforcement data sheet.

533-A.3.29 Disposal
Any component of the Carbon Fiber Reinforcement that has exceeded its shelf life or pot life, or has not been properly stored, and any unused or excess Material that is deemed waste, shall be disposed of in a manner amiable to the protection of the environment and consistent with the MSDS. All debris and refuse shall be removed from the site.

533-A.4 METHOD OF MEASUREMENT
The Department will measure Carbon Fiber Reinforcement by the square foot per layer.

533-A.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Carbon Fiber Reinforcement	Square Foot

533-A.5.1 Work Included in Payment
The following Work items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately.

1. Surface preparation;
2. Construction mockup; and
3. Grinding.

Section 533-B: Embedded Galvanic Anodes

533-B.1 DESCRIPTION
Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of the concrete patches or along the interface between new and existing concrete, the anodes mitigate the formation of new corrosion sites in the existing concrete in adjacent areas.

The Contractor shall furnish all materials, storage, handling, tools, equipment, labor, and other appurtenances necessary to complete the work.

533-B.2 MATERIALS

533-B.2.1 Embedded Galvanic Anodes
The Contractor shall furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 100 grams (3.5 oz) of electrolytic high grade zinc in compliance with ASTM B 418 Type II cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14, or encased in a material that uses activation methods to assure performance. The anodes shall have one side that is less than 1-1/2” in height.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-B.2.2 Repair Mortars and Concretes
The Contractor shall use repair mortars and concretes per Section 533 - Concrete Structure Repair and shall be Portland cement based material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars must be tested and approved acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive material meeting the requirements of <15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Project Manager for approval. The repair mortar and concrete material will be paid for under Section 533 - Concrete Structure Repairs.

533-B.3 CONSTRUCTION REQUIREMENTS

533-B.3.1 Galvanic Anode Installation
The Contractor shall install the galvanic anodes per the manufacturer's installation instructions. The manufacturer's installation instructions shall be the governing document. If manufacturer installation instructions do not exist, the following shall apply:

1. Install anodes along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to match the spacing of the existing rebar.
2. Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.
3. Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
4. Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tire wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
5. Electrical continuity
    a. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
    b. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
    c. Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
    d. Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
    e. The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

533-B.4 METHOD OF MEASUREMENT
The Embedded Galvanic Anodes will be measured by each.

533-B.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Embedded Galvanic Anodes	Each

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-B.5.1 Work Included in Payment
The following item will be considered as included in the payment for Embedded Galvanic Anodes and will not be measured or paid for separately:

1. Multi-meter

Section 536: Polymer Concrete Bridge Deck Overlay

Replace Subsection 536.3.5 "Usage Limitations" in its entirety.

536.3.5 Usage Limitations
The manufacturer's application requirements shall govern. If the manufacturer does not provide guidance on the following items, the following shall apply:

1) PCC shall not be less than 28 Days of age at the time of overlay.
2) The concrete shall be dry at the time of overlay application. The criteria for "dry" shall be established by:
    a. ASTM D 4263: for every 500 square feet, an 18 inch x 18 inch plastic sheet shall be taped to the deck with 2" duct tape. The test area shall be protected from direct sunlight, direct heat, and damage to the plastic. After 16 hours, the concrete shall be considered dry when no moisture appears on the bottom of the plastic.
    b. It is also acceptable to use a moisture meter in conformance with ASTM F2659.
        i. Unless otherwise directed by the manufacturer, the reading shall be 4% or less.
        ii. The meter shall be an electrical impedance moisture meter specifically developed and calibrated for the non-destructive measurement of the comparative moisture condition in concrete floor slabs.
        iii. The moisture meter shall be used and calibrated in accordance with the manufacturer's written recommendations. The moisture meter manufacturer's recommendations and the calibration data shall be provided to the Project Manager for acceptance prior to use on the project.
3) The air and deck temperature shall be a minimum of 40 °F at the time of overlay application, and for eight (8) hours after overlay application. Do not use artificial methods to raise the deck temperature.

For new Bridge decks with unventilated stay-in-place forms, in addition to the manufacturer's application requirements, the Contractor shall not install the overlay on PCC that is less than 56 Days of age.

Section 540: Steel Reinforcement

Add the following to Section 540.2: Materials:
Delete 4. and 5. from **Section 540.2.5 Corrosion-resistant and Coated Reinforcing Bars** and replace with the following:

4. Uncoated low-carbon, chromium steel bars in accordance with AASHTO M334 or ASTM A1035; or
5. Galvanized reinforcement in accordance with ASTM A767 or ASTM A1094.

Delete 3. from **Section 540.2.6 Coating and Patching Materials** and replace with the following:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

3. Zinc-rich paint with a minimum 65% zinc content in accordance with ASTM A780 for patching damaged and uncoated areas of galvanized reinforcing bars.

Delete the first paragraph and 6. from **Section 540.2.7 Accessories** and replace with the following, respectively:

The Contractor shall provide plastic-coated reinforcing tie wire for tying epoxy-coated reinforcing bars, for deformed stainless steel bars, for stainless steel clad deformed steel bars and for uncoated low-carbon, chromium, steel deformed bars. The Contractor shall provide galvanized, annealed wire tires for galvanized bars and for hot-dip galvanized reinforcing bars.

6. Galvanized sand chairs, hot-dip galvanized wire bar supports, or other non-corrosive metal supports placed directly on the ground; or

Delete **Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars** in its entirety and replace with the following:

Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars
The Contractor shall choose one (1) of the options listed below when providing galvanized bars:

1. The Contractor shall provide hot-dip galvanized reinforcing bars in accordance with ASTM A767. The Contractor shall galvanize bar after cutting and bending; or
2. The Contractor shall provide continuous hot-dipped galvanized reinforcing bars (CGR) in accordance with ASTM A1094. The Contractor shall bend and cut bar after galvanizing.

Add the following to Section 540.2: Materials:

540.2.13 Headed Reinforcing Bars
Headed reinforcement shall meet the requirements of ASTM A970 “Headed Steel Bars for Concrete Reinforcement”, Annex A1, Class HA.

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement at no additional cost to the Department.

540.2.14 Mechanical Couplers
Mechanical couplers shall meet the requirements for AASHTO M31, Grade 60, and ASTM A706, Grade 60 or ACI 318, Type 2. Mechanical coupler splice strength must be greater than or equal to 125% of the yield strength of the spliced reinforcing bars and must develop the specified tensile strength of the bars. The Contractor shall submit the coupler type (manufacturer and model number) and certified test results showing that the coupler meets these requirements.

Delete Section **540.3.1.1 Bar Lists and Bending Diagram** in its entirety and replace with the following:

540.3.1.1 Bar Lists and Bending Diagram
When the Plans do not include detailed bar lists and bending diagrams, the Contractor shall provide Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance, prior to ordering any Materials.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

When a detailed bar list and bending diagram are included on the Plans, they are included for the Contractor's information and for quantity estimation only. It is the responsibility of the Contractor to notify the Department of any errors identified in the provided bar lists and bending diagrams. Once notified, the Department will correct the identified errors as necessary and provide the Contractor with amended details. The Contractor shall provide Shop Drawings, bar bending lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance in advance of ordering any Materials.

The Contractor shall include the bar marks, shown on the Plans, on the bar tags and the rebar details, bar lists, and bending diagrams on the Shop Drawings. Contractor may include an alternate bar mark for fabrication purposes, but the Contractor shall also show the Plan bar marks in all locations on Shop Drawings and bar tags.

Acceptance of the Shop Drawings, bar lists, bending diagrams and estimated reinforcement quantity shall not relieve the Contractor of responsibility for correctness of the Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity. The Contractor's detailed bar lists and bending diagrams shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's (CRSI) publication, Manual of Standard Practice. The Contractor shall allow 30 Days for review of the submittal.

Delete **Section 540.3.1.3 Bar Bending** in its entirety and replace with the following:

Section 540.3.1.3 Bar Bending
The Department will allow cold bending around a pin. The Contractor shall not field bend, Grade 60 bars, epoxy coated bars or standard class hot-dip galvanized bars after galvanizing. For continuous hot-dip, galvanized reinforcing bars (CGR), the Contractor shall fabricate, bend and cut after galvanizing.

Unless otherwise directed, the Contractor shall ensure the bend diameter is in accordance with CRSI Manual of Standard Practice current edition.

Delete **Section 540.3.1.4: Splicing** in its entirety and replace with the following:

Section 540.3.1.4: Splicing
The Contractor shall splice bars in accordance with the Plans unless otherwise approved by the State Bridge Engineer.
The Contractor shall place and tie bars in lapped splices to maintain minimum reinforcing cover.

The Contractor shall splice spiral reinforcement by lapping. The Contractor shall ensure that laps are at least 48 bar or wire diameters, but not less than one (1) foot with 90° hooks around longitudinal bars at ends unless otherwise indicated in the Contract.

The Department will allow the use of headed reinforcing bars in accordance with Section 540.2.13, "Headed Reinforcing Bars".

The Department will allow the use of mechanical couplers in accordance with Section 540.2.14, "Mechanical Couplers".

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Unless otherwise specified, the Contractor shall ensure that welded wire fabric and bar mat reinforcement overlap is at least one (1) spacing of cross wires plus two (2) inches when measured between the outer most cross wires of each sheet.

Delete **Section 540.3.3.3: Thickness of Galvanizing** and replace with the following:

Section 540.3.3.3: Thickness of Galvanizing
For ASTM A1094, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from two (2) mils to three (3) mils thick.

For ASTM A767, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from three (3) mils to 3.9 mils thick.

The Contractor shall determine the thickness with a magnetic thickness gage. The Contractor shall submit a Certificate of Compliance.

Add the following to **Section 540.5.1: Work Included in Payment**:

4. Headed reinforcement shall be included in the reinforcing bar pay item(s). No additional weight will be added.

Section 543: Metal Railing

Add the following to **Section 543.5.1 Work Included in Payment**:

4. Two (2) Bridge number plates for every Bridge.

Section 546: Recoating Structures

Delete the Section in its entirety and replace with the following:

546.1 DESCRIPTION
This work consists of surface preparation and recoating existing Structural Steel. Touch-up paint of surfaces coated per Sections 544, 545 and 546 is included.

The Contractor shall adhere to Section 547 “Safety and Environmental Requirements for Painting Operations”.

546.2 MATERIALS
Projects that require SSPC – SP 6 shall engage 546.2.2 Coating System 1, unless otherwise specified in the contract documents.

Projects that require SSPC – SP 3, SSPC – SP 11, and/or SSPC 16 shall engage 546.2.1 Coating System 2, unless otherwise specified in the contract documents.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Reference 545.2:1 for additional information regarding coating systems that are allowable for specific elements.

If the Contract does not specify a color, the Contractor shall use the color Federal Standard 16307, RAL 7004, Pantone 423, or approved equal. If another color is specified in the Contract, the Contractor shall select an approved system that is available in the specified color.

All products shall be on the Approved Products List.

546.2.1 Coating System No. 1 – Polyurethane Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 below. Testing shall be in accordance with AASHTO R-31. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight. Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65%. Epoxy Intermediate Coat or Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Polyurethane Topcoat shall be a two-component aliphatic polyurethane coating with minimum solids by volume of 65%.

Table 546.2.1:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Salt Fog Resistance	ASTM B 117	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,000 Hrs. (C) Blister – Conversion #7 @ 4,000 Hrs.	
Cyclic Weathering Resistance	ASTM D 5894	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,040 Hrs. (C) Blister – Conversion #8 @ 4,032 Hrs.	
Adhesion Pull-Off Strength	ASTM D 4541	OZ Alone P/I/T (OZ)	4.1 MPa (600 psi) 4.1 MPa (600 psi)	
Freeze-Thaw Stability	ASTM D 4541	P/I/T (OZ)	2.4 MPa (350 psi) 4.1 MPa (600 psi) 2.4 MPa (350 psi) 4.1 MPa (600 psi)	Requires same average as adhesion pull-off strength results, with no tests measuring less than 60% of those results

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Pull-Off Strength				
Field History	NA	P/I/T (OZ)	Five (5) Bridges with Minimum two (2) year successful field history	

P = Primer; I = Intermediate coat; T = Topcoat; OZ = Epoxy Organic Zinc Rich Primer

546.2.2 Coating System No. 2 – Acrylic Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 above and 546.2.2:1 below as applicable. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight (Table 546.2.1:1). Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65% (Table 546.2.1:1). Epoxy Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Acrylic Topcoat shall be a high performance DTM acrylic coating with minimum solids by volume of 38% (Table 546.2.2:1).

Table 546.2.2:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Adhesion Pull-Off Strength	ASTM D 4541	High Performance Acrylic (HPA)	> 500 lbs.	One coat applied over blasted steel
Flexibility	ASTM D 522	High Performance Acrylic (HPA)	Pass: No cracking / flaking	1/8" conical mandrel One coat applied over blasted steel
Hardness (Pencil)	ASTM D 3363	High Performance Acrylic (HPA)	Final Cure: "F"	One coat applied over blasted steel
Impact	ASTM D 2794	High Performance Acrylic (HPA)	> 140 in. lbs.	One coat applied over blasted steel

The Contractor may substitute polyurethane topcoat for acrylic topcoat at their discretion pending full system submittal and approval.

546.2.3 Submittals

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

In addition to the submittals require per Section 106 Control of Materials, the Contractor shall provide the following submittals to the Project Manager at least 30 Days before coating operations:

1. Product data and SDS for each product in the system
2. Surface preparation requirements
3. Application instructions
    a. Mixing and thinning directions
    b. Recommended spray nozzles and pressures
    c. Minimum / maximum drying times, including re-coat times for shop or field coatings
    d. Temperature requirements
4. Letter from the manufacturer detailing the coating system components and the compatibility of those components to adjacent materials including but not limited to:
    a. every product in the system (primer, intermediate, topcoat, etc)
    b. any pre-applied or pre-existing products (such as existing coatings)
    c. any post applied products (such as anti-graffiti coating)
    d. any modifications to the surface preparation or application instructions related to the total system performance.
5. If the color varies from the specified color, the Contractor shall submit color samples on boards at least eight (8) inches by ten (10) inches for review and approval.
6. Documentation related to Contractor Qualifications per 546.2.3.1

Prior to coating application, the Contractor shall submit a notarized manufacturer's Certificates of Compliance stating that the Materials are the same as those described in the manufacturer's product data sheets.

546.2.3.1 Contractor Qualifications

When the Contract requires painting more than 500 square feet of steel surface, the Contractor shall demonstrate qualification by one of the following two methods:

Method 1

Obtain SSPC QP 1 certification for field painting or either SSPC-QP 3 certification or the AISC Sophisticated Paint Endorsement (SPE) for shop painting. The Contractor shall perform and document QA/QC inspections daily. QA/QC inspection documents shall be electronically submitted to the Project Manager on a weekly basis.

Method 2

Provide a coating plan and provide for NACE certified inspection (Level 2 minimum). The inspection services shall include but not be limited to:

1. Surface preparation and cleanliness inspection verifying profile and appropriate surface preparation.
2. Confirm products match approved submittals and certification letters. Document batch numbers of all coatings.
3. Inspection of primer coat to include dry film thickness readings. Review contractors QA/QC reports for environmental conditions and document.
4. Observe application of stripe coat on the intermediate coat and document environmental readings during the start-up of application. Review contractors QA/QC reports.
5. Inspect intermediate coat to include dry film thickness readings. Review Contractor's QA/QC reports.
6. Observe start-up of finish coat application and document environmental conditions.
7. Final inspection to include visual inspection for runs, sags, and foreign material in coating. Also perform final dry film thickness inspection.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

8. Inspect members after transportation, prior to subsequent coating and / or final acceptance.
9. Electronically submit interim reports after each inspection to the Project Manager within 3 working days.
10. Electronically submit comprehensive final report including photos to the Project Manager within 14 Days of completion of inspection. Final report shall include QA/QC daily inspections performed by the Contractor.

Any deficiencies shall be corrected and re-inspected by the NACE inspector prior to proceeding.

Provisions for demonstration of qualifications are incidental to the performance of the coating, no additional payment shall be made. NMDOT shall be granted open access to the coating operation to perform inspections and to review documentation of Contractor inspections. The Project Manager shall have the option to waive the Contractor Qualification requirement.

546.3 CONSTRUCTION REQUIREMENTS

The Contractor shall apply coatings in conformance with SSPC – PA 1 "Shop, Field and Maintenance Painting of Steel" and with SSPC – PA Guide 13 "Guide Specification for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges" (aka AASHTO/NSBA Steel Bridge Collaboration S 8.1), SSPC-TU 3 "Technical Update No. 3 Overcoating", and the manufacturer's application instructions.

546.3.1 Surface Preparation of Existing Bridges and Structures

The Contractor shall perform surface preparation in accordance with the most stringent of the following:

1. At locations where loosely adherent coatings or corrosion are NOT present: SSPC – SP 1, and
2. At locations where loosely adherent coatings are present: SSPC – SP 3, and
3. At locations where corrosion is present: SSPC – SP 11 or
4. Specific contract document requirements or
5. Specific guidance by the Project Manager or
6. Manufacturer recommendations (per the application instructions as amended by the manufacturer's letter submitted per 546.2.3 #4d if applicable)

546.3.1.1 Surface Preparation Description and Evaluation

Various SSPC surface preparation standards are cited in this section. For reference, a brief summary of each is listed below. The Contractor is responsible to perform to the current versions of all requirements of the full and complete standards available directly from SSPC, The Society for Protective Coatings.

SSPC-SP1 Solvent Cleaning
Removes all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam. SSPC-SP 1 is a prerequisite to all hand tool, power tool and abrasive cleaning standards. SSPC-SP1 shall be incidental.

SSPC-SP3 Power Tool Cleaning
Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Tightly adherent, intact materials may remain.

SSPC-SP6 Commercial Blast Cleaning

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

When viewed without magnification shall be free of all visible oil, grease, dirt, dust, loose mill scale, rust, and coating, but will permit staining from rust, mill scale, or previously applied coatings. The surface will not necessarily be uniform in color.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.
SSPC-SP10 / NACE 2 Near-White Blast Cleaning
When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.). SSPC-SP10 shall only be engaged when required by the manufacturer. It shall be paid under the bid item for SSPC-SP6.

SSPC-SP11 Power Tool Cleaning to Bare Metal
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife. The surface shall have a minimum profile of 0.75 mil (19 microns).

Prepared surfaces shall be evaluated using the SSPC standards. The following references will be provided to the Project Manager by the Contractor for inspection and acceptance of prepared surfaces:

- If SP 10, SP 6, SP 14 or SP 7 are engaged: SSPC-VIS 1 Guide and Standard (includes reference photographs)
- If SP 2, SP 3, SP 11 are engaged: SSPC-VIS 3 Guide and Standard (includes reference photographs)
- If SP 12 is engaged: SSPC-VIS 4 Guide and Standard (includes reference photographs)

SSPC VIS Guide and Standard shall become the property of the Department. Provide current version.

546.3.1.2 SSPC-SP 1 - Solvent and Pre-Cleaning
The Contractor shall clean exposed areas in accordance with SSPC-SP 1 Solvent Cleaning.

The Project Manager may approve cleaning with high pressure water and an approved, mild detergent to supplement solvent cleaning, where more effective or suitable. This method of pre-cleaning is required on all surfaces that have been exposed to chloride contamination from the use of road salts for snow and ice control.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

546.3.1.3 SSPC-SP 3 Power-Tool Cleaning

The Contractor shall remove poorly adhering coatings and prepare the surface with power-tools in accordance with SSPC-SP 3, Power Tool Cleaning. At the Contractor's discretion, SSPC-SP 7 or SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3.

546.3.1.4 SSPC-SP 6 – Commercial Blast Cleaning

The requirement for commercial blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations.

546.3.1.5 SSPC-SP 7 – Brush-Off Wet Blast Cleaning

The requirement for brush-off wet blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of wet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.6 SSPC-SP 10 – Near-White Blast Cleaning

The requirement for near-white blast cleaning shall be established by the manufacturer's recommendations. SSPC-SP 10 shall be paid under the same bid item as SSPC-SP 6.

546.3.1.7 SSPC-SP 11 – Power-Tool Cleaning to Bare Metal

The Contractor shall clean areas that show moderate to severe corrosion in accordance with SSPC-SP 11, Power-Tool Cleaning to Bare Metal. Areas too large to be prepared using power tools may be cleaned per SSPC SP-6 Commercial Blast Cleaning at the Contractor's discretion.

The Project Manager will mark additional areas for cleaning in accordance with SSPC-SP 11. The Contractor shall clean at least two (2) inches beyond the damaged areas in all directions. The Contractor shall feather the exposed edges of the cleaned areas in accordance with SSPC-SP 11. The Contractor shall not leave ragged edges of intact paint. During and after power-tool cleaning, the Contractor shall maintain the degree of cleaning specified in accordance with SSPC-SP 11.

The Department will accept these surfaces by visually comparing them to a prepared standard on the Project. The Contractor shall prepare a Project standard by power-tool cleaning an area designated for recoating. Before cleaning, the Contractor shall ensure that the prepared standard is in accordance with SSPC-Vis 3, Visual Standard for Power and Hand-Tool Cleaned Steel, Pictorial Standard E SP 11, F SP 11, and G SP 11, and obtain Department approval. The Contractor shall prepare at least one (1) standard for each Structure. More than one (1) standard may be necessary if the cleaned steel differs significantly from the photographic standards. For recoating Bridges, the Contractor shall make the standard at least one (1) ft. × one (1) ft. For recoating Bridge railing or minor Structures, the standard may be smaller. The Contractor shall protect the Project standard from corrosion and contamination by applying a clear polyurethane coat. Upon completing the cleaning work, the Contractor shall re-clean and coat the standard. If the standard becomes deteriorated or ineffective, the Contractor shall re-establish it at no additional cost to the Department.

The SSPC VIS 1 "Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning" shall be used in this same manner to prepare a standard for surfaces that are blast cleaned per SSPC SP-7 and SP-10.

SSPC-SP 12 WJ-3 may be employed in lieu of SSPC-SP 3. At the Contractor's discretion, SSPC-SP 7 or

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

546.3.1.8 SSPC-SP 12 WJ-3 – Thorough Waterjetting

The requirement for thorough waterjetting shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of waterjet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.9 SSPC SP-16 – Galvanized Surfaces

Previously galvanized surfaces shall be prepared by the Contractor in accordance with SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel. Brush-off blast cleaning includes SSPC-SP1 solvent cleaning or other method approved by the project manager to remove oil, grease, or other contaminants. The SSPC-SP1 is followed by a dry abrasive blasting using compressed air, blast nozzles, and abrasives. To avoid formation of zinc oxides that will result in potential coating failure, blast cleaning must occur when the surface temperature is a minimum of 5 degrees above the dew point and the surface cannot be permitted to get damp after cleaning. The Contractor shall apply coating as soon as possible after surface cleaning.

The Contractor shall apply intermediate and top coat products in accordance with manufacturer's application instructions and this specification.

546.3.1.10 Preparing Glossy Surfaces

All previously coated glossy surfaces shall be lightly abraded / deglossed prior to re-coating.

546.3.1.11 Testing for Chloride Contamination

Prepared surfaces with exposed metal will be tested by the Contractor for chloride contamination. All test areas will be recorded for retesting purposes. A minimum of five (5) tests per 1,000 s.f. or fraction thereof shall be conducted prior to surface preparation. If results greater than 7micrograms per cubic centimeter are detected, the surface shall be re-cleaned as specified and re-tested at the same frequency. If acceptable results are achieved, surface preparation may begin.

546.3.1.12 Abrasives Used in Blast Cleaning Operations

When blast cleaning options are employed in lieu of SSPC SP – 3 and SP – 11 standards (ie SP-7 and SP-6), the Contractor shall select the type of abrasive. All abrasives brought to the site shall be stored in a clean and dry environment. Abrasives shall not be recycled or re-used without NMDOT approval.

546.3.1.13 Limited Access Areas

A best effort with the specified methods of cleaning shall be performed in limited access areas. These methods may need to be supplemented with other equipment such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Project Manager.

When replacing a concrete Bridge deck, the Contractor shall not clean or coat the top surfaces of top flanges of beams and girders and shear connectors.

546.3.1.14 Chemical Paint Removal

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Chemical removal products and methods may be approved by the Department.

546.3.2 Coating

546.3.2.1 Mixing the Coatings

The Contractor shall mix the coatings with a power mixer in accordance with the coating manufacturer's directions until the Material is smooth and lump-free. The Contractor shall not use paint shakers.

The Contractor shall mix the Material as far as possible in its original container and continue mixing until the metallic powder or pigment is in suspension.

The Contractor shall thoroughly disperse the coating solids that may have settled to the bottom of the container. The Contractor shall strain coatings through a 30 – 60 mesh screen, or per coating manufacturer's recommendations.

The Contractor shall continuously agitate mixed coatings until application.

546.3.2.2 Thinning the Coating

The Contractor shall not thin the coatings without the approval of the Project Manager. If it is necessary to thin the coatings, the Contractor shall thin the Material in accordance with the manufacturer's recommendations.

546.3.2.3 Coating Application

The Contractor shall apply the coating system with a brush, roller, or by spraying (preferred). The Contractor shall use nozzles and pressures in accordance with the manufacturer's recommendations.

A stripe coat shall be applied to all edges, corners, seams, crevices, interior angles, junctions of joining members, rivets, bolt heads, nuts and threads, welds and similar irregularities. The stripe coats shall be of sufficient thickness to completely hide the surface being covered and shall be followed, as soon as practicable, by a full application of the appropriate coating to its specified thickness.

546.3.2.4 Temperature and Weather Limitations

546.3.2.4.1 Temperature

The Contractor shall apply the coating when the air and surface temperatures are above 50 °F and at least five (5) °F above the dew point.

The Contractor shall not apply coatings on metal surfaces with condensation or frost.

546.3.2.4.2 Humidity

The Contractor shall not apply the coatings when the relative humidity is above 85 %.

546.3.3 Priming

The Contractor shall prime coat all steel surfaces prepared in accordance with SSPC SP-11. The Contractor shall apply primer the same day as cleaning, unless otherwise authorized by the Project Manager. The

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Contractor shall re-clean surfaces that develop rust or are contaminated with deleterious material before coating, at no additional cost to the Department.

546.3.4 Intermediate and Topcoat

The Contractor shall ensure the primer is cured and dry before applying subsequent coats.

The Contractor shall not allow the manufacturer's recommended maximum time to lapse between coats.

546.3.5 Thickness of Coatings

The Department will reject the coating if the DFT (dry film thickness) gauge shows less than the specified minimum thickness for any coating. The Contractor shall provide coating thicknesses in accordance with Table 546.3.5:1, "Required Film Thicknesses."

Table 546.3.5:1: Required Film Thicknesses

Coating	Dry Film Thickness Range (mils)
Coating System No. 1 – Polyurethane Topcoat Overcoat / Repair System (As required For Surfaces Coated Per Section 544 New Structural Steel and Certain Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Intermediate (Epoxy)	5.0 – 8.0 mils
Topcoat (Polyurethane)	3.0 – 5.0 mils
Coating System No. 2 – Acrylic Topcoat Overcoat / Repair System (As required For Designated Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Topcoat (Acrylic)	2.0 – 4.0 mils

The Contractor shall determine the dry film thickness using magnetic film thickness gauges, per latest version of SSPC PA-2 Procedure for Determining Conformance to Dry Coating Thickness Requirements. The Contractor shall calibrate the gauges on blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. All dry film thickness requirements are to be measures above the peaks of the blast profile.

546.3.6 Field Repair of Liquid Coatings

Field repair shall be accomplished with the same coating system used for the original application with the exception that organic zinc rich primer may always be used.

The Contractor shall field repair coated areas that are rusted or damaged. The Contractor shall prepare the surface in accordance with 546.3.1 "Surface Preparation of Existing Bridges and Structures" or with methods approved by the Project Manager.

The Contractor shall prime large areas using spray Equipment, brush, or roller. The Contractor shall prime small areas with a brush. The Contractor shall spray or brush the topcoat. Two (2) or more coats may be

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

necessary to build up the required film thickness. The Contractor shall apply topcoat only to areas where the topcoat is damaged.

546.3.7 Protection of the Work and Public

During the coating operations, the Contractor shall protect the work and the public from blast cleaning operations, paint splatter, splashes and smirches with protective covering or other methods approved by the Project Manager.

When the protective devices or procedures are ineffective, the Project Manager may suspend the work until corrections take place.

The Contractor shall remove blasting and coating debris from all on-site work before reopening the area to traffic.

546.3.8 Inspection

The Contractor will be responsible for performing and documenting Quality Control (QC) inspections of all shop / field surface preparation and coating activities. When the contract requires painting more than 500 square feet of steel surface, the Contractor shall reference Section 544.2.2.3 Contractor Qualifications. When the contract required painting less than 500 square feet of steel surface, the Contractor shall document all QC inspection activities, measurements and observations on the Daily Inspection report. These reports shall be submitted to the Project Manager at a minimum on a weekly basis and shall account for all work performed.

The Contractor shall notify the Project Manager at least ten (10) Days before surface preparation and/or coating to allow adequate time to plan inspection activities.

After completing erection, the Project Manager will inspect the surfaces to be embedded in concrete. The Contractor shall repair damaged or rusted surfaces before placing decks. After placing the deck and at an agreed upon time, the Project Manager will inspect the entire steel Structure for coating system damage. The Project Manager will mark damaged areas for repair and will re-inspect after repairs are complete.

546.4 METHOD OF MEASUREMENT

The Project Manager will measure cleaned areas in accordance with SSPC-SP 11 and SSPC-SP 3 before the application of the prime coat.

546.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Recoating Structures	Lump Sum
SP 3 Power Tool Cleaning	Square Foot
SP 6 Commercial Blast Cleaning	Lump Sum
SP 11 Power Tool Cleaning	Square Foot

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

SP 16 Brush-Off Blast Cleaning of Galvanized Steel Lump Sum

546.5.1 Work Included in Payment

The following items will be considered as included in the payment for Recoating Structures and will not be measured and paid for separately:

1. Cleaning all exposed areas of existing steel members in accordance with SSPC-SP 1;
2. When SSPC-SP 6 is performed at the Contractor's discretion in lieu of SSPC-SP 11, SSPC-SP 11 shall be used as the pay item;
3. When SSPC-SP 7 is performed at the Contractor's discretion in lieu of SSPC-SP 3, SSPC-SP 3 shall be used as the pay item;
4. SSPC-SP 11 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price.
5. SSPC-SP 3 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price;
6. When SSPC-SP 10 Near-White Blast Cleaning is performed due to manufacturer requirements, SSPC-SP 6 shall be used as the pay item.
7. Furnishing and applying the appropriate coating system to all exposed steel surfaces of the structure;
8. Any field touch-up required to correct shipping or installation damage.
9. Final cleanup of the structure and the immediate area; and
10. Re-caulking the perimeters of all railing post base plates per Section 543.

Section 560: Elastomeric Bearing Pads

Delete **Section 560.5 Basis of Payment** and replace with the following:

Section 560.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Elastomeric Bearing Pads	Each

Section 562: Bridge Joint Strip Seals

Delete **Section 562.1: DESCRIPTION** in its entirety and replace with the following:

Section 562.1: DESCRIPTION

This Work consists of providing, assembling, and installing Bridge joint strip seal assemblies and in accordance with the Standard Drawings for Bridge Joint Strip Seals.

In addition, this Work consists of replacing and installing Bridge joint elastomer on existing Bridge joints in accordance with the Standard Drawings for Bridge Joint Strip Seals.

Add the following to **Section 562.4: METHOD OF MEASUREMENT**

Bridge Joint Elastomer will be measured by the linear foot.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Add the following Pay Item to Section **562.5: BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Bridge Joint Elastomer	Linear Foot

Add the following to Section **562.5.1: Work Included in Payment**

8. Bridge Joint Elastomer.

Section 601: Removal of Structures and Obstructions

Add the following to Section **601.3.2 Removal of Bridges, Culverts and Other Drainage Structures**:

601.3.2.1 Partial Removal of Bridge Elements
If partial removal is specified, the partial removal shall be in accordance with Section 533.3, Construction Requirements.

Add the following to **Section 601.5.1: Work Included in Payment**

4. Means and methods associated with partial removal of Bridge elements.

Section 602: Slope and Erosion Protection Structures

602.2.1 Classifications
Delete **Table 602.2.1:1** and replace with the following:

Table 602.2.1:1: Riprap Classifications and Gabion Requirements

Class	Description	Stone Volume (cubic feet)		Minimum Dimensions[a] (inches)	Nominal D50 (feet)	Minimum Blanket Thickness (feet)
		Minimum	Maximum			
A	Wire enclosed riprap	1/6	2/3	4	0.75	--
A	Non-enclosed riprap	1/6	2/3	4	0.75	1.25
B[b]	Non-enclosed riprap	1	2	6	1.25	2.0
C[b]	Non-enclosed riprap	2	4	9	1.5	2.25
D	Derrick stone	See Table 602.2.1:2				3.0
E	Grouted riprap	1/3	1	3	1.0	1.5
F	Grouted riprap	1	2	6	1.25	2.0
G	Rock plating	--	--	4-8[c]	--	1.0
N/A	Wrapped rockfacing	--	--	1	--	--
N/A	Gabions	--	--	4-8[c]	--	--

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

[a] Minimum size in the least dimension.

[b] Class B and C stone – at least two (2) Fractured Faces.

[c] 70% to 80% of the stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension; 30% to 20% of the stone: no larger than four (4) inches in any dimension.

Add the following to **Section 602.5 Basis of Payment**:

Pay Item	**Pay Unit**
Riprap Class A (Non-Enclosed)	Cubic Yard

Section 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier

Delete 9. from **Section 606.5.1: Work Included in Payment** and replace with the following:

9. Hot/Warm Mix Asphalt Material, placement and compaction;

Section 618: Traffic Control Management

Delete 10. from **Section 618.2.2: Duties.**

Section 621: Mobilization

Delete **Section 621.5.1: Work Included in Payment** in its entirety and replace with the following:

Section 621.5.1: Work Included in Payment
The Department will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all Mobilization payments shall not exceed the Total Original Contract Amount Bid for the item.

The Department will not make additional payments for de-mobilization and re-mobilization due to shutdowns, whole or partial suspensions of the Work or for other Mobilization activities required for satisfactory completion of the Contract.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 701: Traffic Signs and Sign Structures

Delete the first paragraph of **Section 701.2.4.6: Inspection** and replace with the following:

Prior to fabrication, the Contractor shall provide the Project Manager all signing information, including text, for review and approval. The Department will inspect Material and finished signs before and after installation at the Project site.

Add the following to **Section 701.3.5 Removing and Resetting Traffic Signs**:

701.3.5.2 Removing and Resetting Overhead Sign Structures
The Contractor shall remove existing overhead sign structures, I-beam posts and footings. The Contractor shall stockpile removed overhead sign structures and I-beam posts at locations specified in the Contract. The Contractor shall reset removed overhead sign structures on new I-beam posts with new hardware and drilled shaft foundations. The Contractor shall design new hardware for existing conditions in accordance with the manufacturer's recommendations and as specified in the Contract. The Contractor shall dispose of footing Material in an environmentally acceptable manner.

The Contractor shall backfill holes left by the removal of overhead sign structure foundations and compact in accordance with Section 203, "Excavation, Borrow and Embankment".

Polyurethane Material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as directed by the Project Manager.

Add the following Pay Item to **Section 701.5 BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Remove and Reset Overhead Sign Structure	Each

Add the following to **Section 701.5.1 Work Included in Payment**

8. Polyurethane Material as displayed by the certified flow meters and dynamic cone penetration (DCP) testing.

Section 702-C: Traffic Control Devices for Construction and Traffic Control Devices for Pedestrians and Bicyclists

702-C.1 DESCRIPTION
This Work shall consist of implementing the necessary traffic control during construction in conformance with the Contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the Contract traffic control Plan detailed in the Plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor shall furnish all Materials, tools, labor, Equipment and all other appurtenances necessary to complete the Work. The Materials shall include, all interim and temporary signing, and traffic control devices as necessary to complete the traffic control detailed in the Plans or modifications to the Plan details as approved by the District Traffic Engineer including all setups and resetting of devices.

The Contractor shall submit a summary of all necessary traffic control devices for this Project in the format indicated in Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" to the Project Manager at least two (2) weeks prior to the Pre-Construction Conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with Section 702 referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated Work and Materials defined in Standard Specifications Section 702, "Construction Traffic Control Devices", including all revisions. The Contractor will not be allowed to initiate any Work on the Project until Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" has been provided to the Project Manager.

Table 702-C.1:1
Traffic Control Devices for Construction

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Steel Posts And Base Posts for Construction Signing	Lin. Ft.			
Multi-Directional Slip Base Posts for Construction Signing	Each			
Portable Sign Support	Each			
Barricade, Type I	Each			
Barricade, Type II	Each			
Barricade, Type III-6 Ft.	Each			
Barricade, Type III-8 Ft.	Each			
Vertical Panel, Type Single	Each			
Vertical Panel, Type Back to Back	Each			
Construction Traffic Marker	Each			
Channelization Devices Type Drum	Each			
Traffic Cones	Each			
Sequential Arrow Display	Each			
Temporary Portable Rumble Strips	Lin. Ft.			
Total For Item 702810 Traffic Control Devices for Construction (Lump Sum)			$	

Table 702-C.1:2
Traffic Control Devices for Pedestrians and Bicyclists

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Portable Sign Support	Each			

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Vertical Panel, Type Single	Each			
Temporary Pedestrian Channelization Devices	Lin. Ft.			
Temporary Detectable Warning Surface	Each			
Temporary ADA Ramp	Each			
Temporary ADA Platform	Each			
Temporary Pedestrian Barricade	Each			
Total For Item 702811 Traffic Control Devices For Pedestrians And Bicyclists (Lump Sum)			$	

702-C.2 MATERIALS

702-C.3 CONSTRUCTION REQUIREMENTS
All construction shall be effected by the Contractor in accordance with the applicable Plan details and Specifications shown in the Contract or modifications to the Plan details as approved by the District Traffic Engineer.

All Materials and devices shall be maintained and replaced if necessary for the duration of the Project in conformance with these Specifications.

Traffic control shall be maintained in conformance with Standard Specifications Section 618, “Traffic Control Management” for the duration of the Project.

702-C.4 METHOD OF MEASUREMENT
Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist will be measured as a lump sum based on the summary provided at the Pre-Construction Conference..

702-C.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Traffic Control Devices for Construction	Lump Sum
Traffic Control Devices for Pedestrian and Bicyclist	Lump Sum

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist shall not be considered as eligible for a cost savings suggestion.

702-C.5.1 Work Included in Payment
The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Setting and resetting of devices; and
2. Flaggers.

Section 704: Pavement Markings

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Delete the first paragraph of **Section 704.3.5: Rates and Tolerances for Painted Markings** and replace with the following:

The Contractor shall apply paint at a rate of 22 to 25 wet mills, (25.15 gal per mile of paint for a solid four (4) inch line and 6.31 gal per mile for a broken four (4) inch line) for permanent markings. The Contractor shall apply other permanent striping widths at appropriate multiples of these gal per mile rates, achieving 22 to 25 wet mills for solid and broken stripes.

Add the following to **Section 704.3.6: Dimension Tolerances**

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

Section 704-A: Temporary Marking Tape

Delete **Section 704-A.4 METHOD OF MEASUREMENT** and replace with the following:

Section 704-A.4 METHOD OF MEASUREMENT
The Department will measure temporary Removable and Non-Removable Marking Tape by four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24 inch widths using inch widths to calculate a total length. Temporary words or symbols will be paid by each.

Delete **Section 704-A.5: BASIS OF PAYMENT** in its entirety and replace with the following:

Section 704-A.5: BASIS OF PAYMENT

Pay Item	**Pay Unit**
Removable Marking Tape _____inch	Linear Foot
Temporary Word or Symbol	Each

Section 704-A.5.1 Work Included in Payment
The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Repair or replacement of damaged striping due to Contractor's negligence or operations;
2. Furnishing, mixing, and applying adhesive or primers;
3. Standard surface preparation;
4. Mobile traffic control operations for traffic marking operations;
5. Removal of Removable Marking Tape and/or Temporary Word(s) or Symbol (s);
6. Repair or replacement of damaged Removable Marking Tape and Temporary Word(s) or Symbols(s).

Section 705: General Requirement for Traffic Signal and Lighting Systems

Delete Subsection **705.5 BASIS OF PAYMENT** and replace with the following

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

705.5 BASIS OF PAYMENT
Signal/Lighting System Start-up Costs will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Signal/Lighting System Start-up Costs.

Pay Item	**Pay Unit**
Signal/Lighting System Start-up Costs	Allowance

APPENDIX "B"
Additional requirements for:

Items 009-011	**Diamond Grinding of PCCP – District 1**
Items 012-014	**Diamond Grooving of PCCP – District 1**
Items 094-096	**Diamond Grinding of PCCP – District 2**
Items 097-099	**Diamond Grooving of PCCP – District 2**
Items 179-181	**Diamond Grinding of PCCP – District 3**
Items 182-184	**Diamond Grooving of PCCP – District 3**
Items 264-266	**Diamond Grinding of PCCP – District 4**
Items 267-269	**Diamond Grooving of PCCP – District 4**
Items 349-351	**Diamond Grinding of PCCP – District 5**
Items 352-354	**Diamond Grooving of PCCP – District 5**
Items 434-436	**Diamond Grinding of PCCP – District 6**
Items 437-439	**Diamond Grooving of PCCP – District 6**

Diamond-Grinding and Diamond Grooving of Portland Cement Concrete Pavement- This work consists of diamond grinding and/or diamond grooving Portland cement concrete pavement and includes the removal and residue resulting from the work as described in Section 455 "Diamond-Grinding and Diamond-Grooving of Portland Cement Concrete Pavement (PCCP)" and Section 512.3.10 "Final Operations" of the NMDOT Standard Specifications for Highway and Bridge Construction, current edition.

- Field surveying and profile grade determination - The Contractor shall perform a detailed survey of the bridge deck, approach slabs and beyond as necessary to determine the existing profile of the bridge and approaches. The Contractor shall use this data to develop a proposed revised profile grade as a guide to the proposed grinding or grooving. Prior to beginning grade adjustments, the Contractor shall submit to the authorized ordering Engineer for approval, a detail drawing of the area to be grinded or grooved to the final proposed grades. At the completion of work at a location, the Contractor shall conduct another survey of the area showing the corrected profile grades.

- The Project Manager may direct the Contractor to perform Diamond-Grinding of the asphalt pavement within 100 feet on each side of the bridge. This will be paid for as Diamond-Grinding of Portland Cement Concrete Pavement.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor may refuse to treat a bridge deck or grind-groove a bridge deck, provided a survey of the deck surface indicates the bridge deck condition is not suitable for the application of the PCBDO or for the suitability of diamond grinding or diamond grooving of Portland cement concrete pavement.

The Contractor is responsible for verifying the suitability of the bridge deck and adjoining approach and transition slabs prior to mobilization. The Contractor shall provide a written notice to the parties executing the work of any bridge decks or areas unsuitable for treatment or for grinding or grooving.

APPENDIX "C"
Additional requirements for:

Items 022-025	**Epoxy Polymer Concrete Deck Overlay – District 1**
Items 026-029	**Epoxy Urethane Polymer Concrete Deck Overlay – District 1**
Items 107-110	**Epoxy Polymer Concrete Deck Overlay – District 2**
Items 111-114	**Epoxy Urethane Polymer Concrete Deck Overlay – District 2**
Items 192-195	**Epoxy Polymer Concrete Deck Overlay – District 3**
Items 196-199	**Epoxy Urethane Polymer Concrete Deck Overlay – District 3**
Items 277-280	**Epoxy Polymer Concrete Deck Overlay – District 4**
Items 281-284	**Epoxy Urethane Polymer Concrete Deck Overlay – District 4**
Items 362-365	**Epoxy Polymer Concrete Deck Overlay – District 5**
Items 366-369	**Epoxy Urethane Polymer Concrete Deck Overlay – District 5**
Items 447-450	**Epoxy Polymer Concrete Deck Overlay – District 6**
Items 451-454	**Epoxy Urethane Polymer Concrete Deck Overlay – District 6**

The Contractor shall:

1. Prepare the concrete to produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation CSP 5-7, or ASTM E 965 pavement macrotexture depth of from 0.04 in to 0.08 in. Provide concrete surface profile chips to the Project Manager for inspection and acceptance of prepared surface. ICRI concrete surface profile chips will become the property of the Department.

2. Section 536 materials shall be applied on all deck, approach slab and/or transition slab areas using mechanical metering, mixing and distribution machinery as recommended by the manufacturer of the overlay system. Hand mixing is not allowed. Components A and B shall be applied within the temperature range recommended by the manufacturer. No vehicle and/or equipment shall be allowed on the overlay during the curing period. Broadcasting on concrete shall be performed in accordance with the manufacturer's directions and the method approved by the Project Manager.

3. For work orders consisting of both deck sealing work (Section 535) and overlay work (Section 536), all materials must be from the same manufacturer and compatible as per the manufacturer's recommendations and selected from the Department's Approved Product List.

4. At least 7 calendar days prior to applying the Polymer Bridge Deck Overlay to the overall concrete surface, a proof test must be performed by the Contractor and witnessed by the Project Manager. Apply and test the proposed overlay material in accordance with Appendix "C" at the end of this document. Upon completion of the curing period, perform the designated pull-off test. Failure must be a Type 1 failure as described in Appendix "C" Section e.6.b. If the failure type is any other type, repeat this test in another representative

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

area. If the second test results in anything other than a Type 1 failure, the proposed material shall not be used on this project.

Appendix "D"
Additional requirements for:

Item 030 Testing Polymer Overlay for Surface Preparation and Adhesion – District 1
Item 115 Testing Polymer Overlay for Surface Preparation and Adhesion – District 2
Item 200 Testing Polymer Overlay for Surface Preparation and Adhesion – District 3
Item 285 Testing Polymer Overlay for Surface Preparation and Adhesion – District 4
Item 370 Testing Polymer Overlay for Surface Preparation and Adhesion – District 5
Item 455 Testing Polymer Overlay for Surface Preparation and Adhesion – District 6

Test Method for Testing Polymer Overlays for Surface Preparation and Adhesion

a. Scope

This method covers the test procedure used to measure the tensile rupture strength between hydraulic cement concrete and polymer concrete overlays. This test procedure may involve hazardous materials, operations, and equipment. Follow all manufacturer suggested safety precautions when performing the test. This test is similar to ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. NOTE: "Polymer Overlay" represents the complete system; polymer adhesive and aggregate bonded to the concrete bridge deck.

b. References

b.1 ACI Manual of Concrete Practice 503R, Appendix A

c. Apparatus

c.1 A dynamometer with a minimum capacity of 2,000 lb/f.

c.2 A mechanical testing device for pulling a bonded pipe cap in tension as shown in ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. See Figure 1 below.

c.3 Core drill with a 2 inch inside diameter diamond tipped core barrel.

c.4 A standard 1½ inch diameter pipe cap, where the bottom surface has been machined smooth, flat, and shoulder cut to provide a 2 inch diameter bonding surface. The surface of the pipe cap should be textured to provide good adhesion to the adhesive. This may be achieved by sandblasting, scoring or any method that produces a roughened bonding surface.

c.5 A rapid curing adhesive with strength and viscosity properties suitable for bonding the pipe caps to the overlay. A high viscosity, rapid setting epoxy with a pot life of 3 to 25 minutes is recommended.

c.6 Ruler or measuring device,

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

c.7 Small propane torch (optional).

c.8 Surface and internal thermometers.

Note a: Test equipment for this procedure is available in other forms and may be used with the approval of the Project Manager.

d. Preparation of Test Patches

d.1 Select 1½ foot x 3 foot areas of the bridge deck for the polymer concrete test patches. The test patches should cover typical surface conditions found on the bridge deck. Place the test patches in the wheel paths, in the area between wheel paths and in other areas that represent the worst surface condition.

d.2 Clean test patch areas by the same method to be used to prepare the entire deck. Remove all loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck that can interfere with the curing or adhesion of the overlay. Cleaning is usually indicated by a significant change in the color of the concrete and exposing coarse aggregate particles.

d.3 Tape off an area 1½ foot x 3 foot using duct tape. Measure and record the temperatures of the air, deck surface, polymer components and aggregate.

d.4 Mix the polymer components as prescribed by the manufacturer using the same equipment, timing, and sequence of operation as will be used when placing the overlay on the full deck surface.

d.5 Collect a 2 ounce sample of the mixed polymer and measure and record the polymer gel time. The gel time is the time interval between the initial mixing of the polymer and the formation of a gelatinous mass in the center of the sample.

d.6 Accurately prepare sufficient quantities of the polymer mixture for each test patch. Place the polymer on each 0.5 square yard prepared test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

d.7 Allow the polymer to cure as required to allow sweeping or vacuuming without damaging the surface (curing time varies according to temperature). Curing of the first course can be checked by placing thumb on the aggregate and applying pressure. If the aggregate moves, curing has not been sufficient. See TABLE 1 for typical minimum cure times.

d.8 Remove excess aggregate.

d.9 Accurately measure sufficient quantities of the polymer mixture for each test patch. Place the polymer on the first course of each 0.5 square yard test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

d.10 Allow the polymer to cure as required to prevent damage from traffic. See TABLE 1 for typical minimum cure times.

d.11 Remove excess aggregate.

Table 1: Typical Polymer Concrete Overlay Cure Times

Course	Average Temperature of Overlay Components, °F						
	55-59	60-64	65-69	70-74	75-79	80-85	85+
	Minimum Cure Time, hrs.						
1	5	4	3	2.5	2	1.5	1
2	8	6.5	5	4	3	3	3

e. Procedure

e.1 Using a diamond tipped core barrel, drill through the polymer overlay and into the concrete surface to a depth of ½ inch. The dimensions of the core barrel must be such that the resulting concrete core is 2 inches in diameter. Do not use water for the coring operation.

e.2 Vacuum or blow the dust from around the core. Bond a 1½ inch pipe cap that has been machined to have a flat bottom surface of 2 inches in diameter, to the cored overlay disk. The adhesive used to bond the pipe cap to the overlay should be a rapid curing adhesive with a minimum working life of 3 minutes. Apply a small amount of adhesive to both the pipe cap surface and the cored disk. Do not allow any adhesive to flow over the edge of the cored disk or down into the cored area. If this occurs, do not record the test result, core an alternate area and perform another test. To decrease the curing time of the epoxy adhesives, heat may be applied to pipe cap by means of a small propane torch. Do not heat the cored disk directly!! Monitor the temperature of the pipe cap. Do not allow the cap temperature to exceed 120°F.

e.3 It is of the utmost importance that the tensile rupture equipment and dynamometer be aligned with the extended axis of the pipe cap to give accurate test results. To ensure the alignment of the apparatus alignment the use of a template is advised.

e.4 Screw the lower threaded hook into the cap. Place the testing apparatus over the pipe cap and align with the cored disk.

e.5 Attach the dynamometer to the upper and lower hooks. Set the load indicator on the dynamometer to zero. Check the date of calibration on the dynamometer. It must have been calibrated within the last 12 months.

e.6 Apply a tensile load at the rate of 100 + 10 pounds, every 5 seconds.

e.6.a Record the load for each test core to the nearest 10 lbf.

e.6.b Record the type of failure for each test core and percent failure in the concrete over the test area for Type 1 and Type 2 failures.
There are five types of failures:

- Type 1 - Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

- Type 2 - Failure in the concrete at a depth less than ¼ inch over more than 50% of test area.
- Type 3 - Separation of the polymer overlay from the concrete surface.
- Type 4 - Failure within the polymer overlay.
- Type 5 - Failure of the test adhesive.

A properly applied polymer overlay on a properly prepared surface typically will result in a failure in the concrete (Type 1).

e.7 Perform a minimum 4 pull-off tests on each 1½ foot x 3 foot test patch.

e.8 Repair the hole created by the tensile rupture strength test with a mixture of the polymer and aggregate used in the overlay.

f. Calculations

f.1 Use the 3 highest values to calculate the Tensile Rupture Strength for the test patch as noted below.

f.1.a For Type 1 failures:

- Tensile Rupture Strengths less than 250 psi will not be used in the average tensile rupture calculation.
- Should one pullout fail below 250 psi the test result will be the average of the two remaining pull-off tests.
- A failure in the concrete below 250 psi indicates weak concrete, not poor overlay bond.

f.1.b For Type 2, 3 or 5 failures use the average of the three highest pull-off values to determine the Tensile Rupture Strength.

f.1.c Type 4 failures will not be accepted or used in calculations.

f.2 Determine the Tensile Rupture Strength for each test core using the following equation:

$$TRS_x = P/A$$

TRSx = Tensile Rupture Strength for one test core.
P = Load (Dynamometer)
A = Area of cored disc, verify the area previous to performing the calculations.

f.2.a This value will be recorded as the result for one test core. Record the result to nearest 10 psi.

f.3 Determine the average Tensile Rupture Strength for each test patch using the following equation.

$$TRS_{avg} = \frac{TRS_1 + TRS_2 + \ldots TRS_n}{n}$$

n = number of test cores

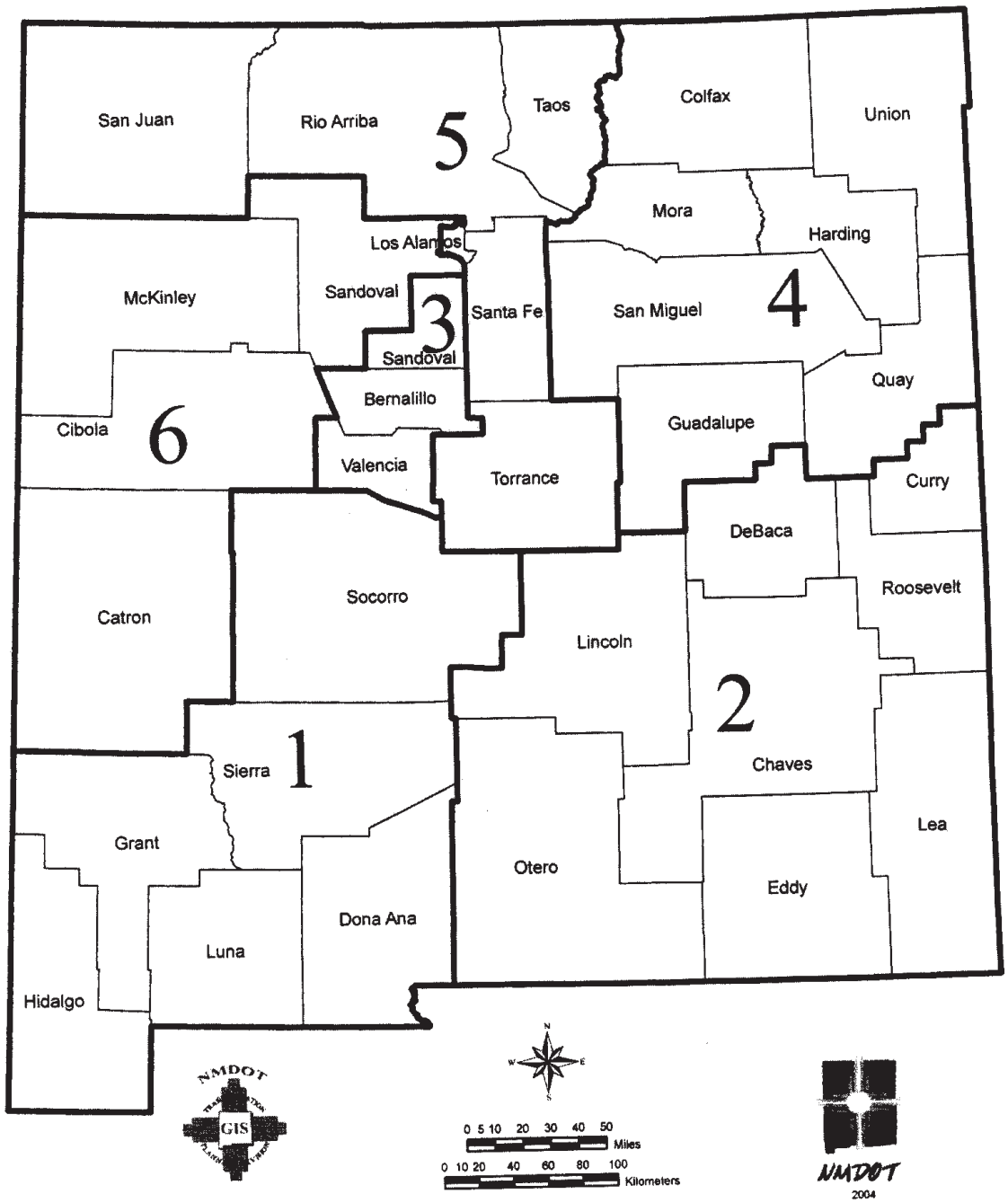
f.3.a This value will be recorded as the result for one test patch. Record the result to nearest 10 psi.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Figure 1

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
1	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 001. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**$1,171.00**
2	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 002. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**$1,117.00**
3	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 003. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**$1,113.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
4	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 004. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,243.00**	**$750.00**	**$3,318.00**
5	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 005. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**$2,266.00**
6	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 006. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**$2,005.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
7	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**$57.00**
8	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**$41.00**
9	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**$848.00**
10	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**$222.00**
11	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**$46.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
12	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**$584.00**
13	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**$153.00**
14	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**$39.00**
15	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**$852.00**
16	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**$245.00**
17	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**$66.00**
18	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$38.00**
19	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$22.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
20	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$53.00**
21	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$29.00**
22	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$77.00**
23	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**$47.00**
24	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$113.00**
25	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$59.00**
26	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$131.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
27	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**$87.00**
28	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$167.00**
29	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$109.00**
30	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 1,** Per the requirements and Appendix "D" of this Agreement	**$4,671.00**	**$3,000.00**	**$4,010.00**
31	EACH	**Bearing Modification – District 1,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,176.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
32	EACH	**Temporary Shoring (Abutments) – District 1,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$3,875.00**	**$8,371.00**
33	EACH	**Temporary Shoring (Piers) – District 1,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$4,685.00**	**$8,371.00**
34	HR.	**Welder & Welder Assistant – District 1,** Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
35	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 1,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 035. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**$677.00**
36	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 1,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 036. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**$625.00**
37	L.F.	**Strip Seal Joint Partial Depth Replacement – District 1,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**$421.00**
38	L.F.	**Joint Seals – District 1,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
39	L.F.	**Pre-Molded Joint Seal – District 1,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**$194.00**
40	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 1,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**$353.00**
41	S.Y.	**Concrete Repair – District 1,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**$624.00**
42	C.Y.	**Substructure Replacement – District 1,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 046 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,096.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
43	C.Y.	**Backwall Replacement – District 1,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 035, 037, 038, 039 or 040. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 043. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,050.00**	**$4,245.00**	**$2,100.00**
44	C.Y.	**Concrete Box Culvert Extension – District 1,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,013.00**	**$2,595.00**	**$1,554.00**
45	S.F.	**Concrete Slab on Grade – District 1,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**$92.00**
46	LBS.	**Reinforcing Bars – District 1,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
47	S.Y.	**Penetrating Water Repellent Treatment – District 1,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
48	GAL.	**Epoxy Injection – District 1,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,009.00**	**$3,205.00**	**$7,905.00**
49	L.F.	**Concrete Barrier Railing Replacement – District 1,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**$755.00**
50	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**$232.00**
51	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**$192.00**
52	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 1,** Section 511	**$16.00**	**$8.55**	**$17.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
53	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 1,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**$63.50**
54	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 1,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**$51.00**
55	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 1,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**$26.00**
56	S.F.	**FRP Finish Coat (Final) – District 1,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**$5.00**
57	L.F.	**12 Inch - 48 Inch CMP Run Down – District 1,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**$264.00**
58	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
59	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**$442.00**
60	C.Y.	**Erosion Repair – District 1,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**$131.00**
61	C.Y.	**Placement Of Flowable Fill – District 1,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**$412.00**
62	S.F.	**Slope Paving – District 1,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**$21.00**
63	S.F.	**Slope Paving Repair – District 1,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**$29.00**
64	L.F.	**Temporary Concrete Wall Barrier Placement – District 1,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**$123.00**
65	L.F.	**Temporary Concrete Wall Barrier Reset – District 1,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
66	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**$790.00**
67	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**$5,012.00**
68	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**$1,099.00**
69	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
70	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**$1,214.00**
71	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,986.00**	**$897.00**	**$4,202.00**
72	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**$783.00**
73	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
74	BARRELS	**Crash Cushion – District 1,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,166.00**	**$1,445.00**	**$1,375.00**
75	HRS.	**Flagging Traffic Control (Urban Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**
76	HRS.	**Flagging Traffic Control (Rural Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
77	HRS.	**Variable Message Board – District 1,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**$39.00**
78	HRS.	**Signalized Traffic Control – District 1,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**$1,703.00**
79	L.F.	**Permanent Striping – District 1,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
80	L.F.	**Marking Tape – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
81	EACH	**Reflectorized Pavement Tabs – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
82	L.F.	**Eradication of Pavement Markings – District 1,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
83	S.F.	**Panel Signs – District 1,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
84	MILE	**Mobilization – District 1,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**$25.00**
85	PERCENT	**Discount / Payment for Invoice Items – District 1,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
86	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 086. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,315.00**	**$565.00**	**$1,171.00**
87	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 087. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,185.00**	**$519.00**	**$1,117.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
88	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 088. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,089.00**	**$517.00**	**$1,113.00**
89	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 089. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,329.00**	**$750.00**	**$3,318.00**
90	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 090. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,992.00**	**$655.00**	**$2,266.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
91	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 091. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,749.00**	**$655.00**	**$2,005.00**
92	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$20.00**	**$15.95**	**$57.00**
93	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$17.00**	**$12.85**	**$41.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
94	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$327.00**	**$230.00**	**$848.00**
95	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$112.00**	**$222.00**
96	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$40.85**	**$46.00**
97	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$353.00**	**$65.55**	**$584.00**
98	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$40.00**	**$153.00**
99	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$23.45**	**$39.00**
100	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$145.00**	**$852.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
101	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$75.25**	**$245.00**
102	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$353.00**	**$35.65**	**$66.00**
103	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$38.00**
104	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$22.00**
105	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$53.00**
106	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$29.00**
107	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$77.00**
108	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$144.00**	**$18.40**	**$47.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
109	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$113.00**
110	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$59.00**
111	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$131.00**
112	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$154.00**	**$18.40**	**$87.00**
113	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$167.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
114	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$109.00**
115	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 2,** Per the requirements and Appendix "D" of this Agreement	**$4,839.00**	**$3,000.00**	**$4,010.00**
116	EACH	**Bearing Modification – District 2,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,392.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
117	EACH	**Temporary Shoring (Abutments) – District 2,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$3,875.00**	**$8,371.00**
118	EACH	**Temporary Shoring (Piers) – District 2,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$4,685.00**	**$8,371.00**
119	HOUR	**Welder & Welder Assistant – District 2**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$337.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
120	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 2,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 120. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$625.00**	**$259.25**	**$677.00**
121	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 2,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 121. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$626.00**	**$290.25**	**$625.00**
122	L.F.	**Strip Seal Joint Partial Depth Replacement – District 2,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$497.00**	**$165.50**	**$421.00**
123	L.F.	**Joint Seals – District 2,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$129.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
124	L.F.	**Pre-Molded Joint Seal – District 2,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$129.00**	**$58.00**	**$194.00**
125	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 2,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$568.00**	**$82.70**	**$353.00**
126	S.Y.	**Concrete Repair – District 2,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,496.00**	**$640.00**	**$624.00**
127	C.Y.	**Substructure Replacement – District 2,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 131 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,241.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
128	C.Y.	**Backwall Replacement – District 2,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 120, 122, 123, 124 or 125. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 128. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,225.00**	**$4,245.00**	**$2,100.00**
129	C.Y.	**Concrete Box Culvert Extension – District 2,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,163.00**	**$2,595.00**	**$1,554.00**
130	S.F.	**Concrete Slab on Grade – District 2,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$203.00**	**$56.70**	**$92.00**
131	LBS.	**Reinforcing Bars – District 2,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$5.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
132	S.Y.	**Penetrating Water Repellent Treatment – District 2,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
133	GAL.	**Epoxy Injection – District 2,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,149.00**	**$3,205.00**	**$7,905.00**
134	L.F.	**Concrete Barrier Railing Replacement – District 2,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$427.00**	**$287.50**	**$755.00**
135	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$201.00**	**$128.70**	**$232.00**
136	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$168.00**	**$120.55**	**$192.00**
137	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 2,** Section 511	**$16.00**	**$8.55**	**$17.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
138	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 2,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$60.00**	**$57.00**	**$63.50**
139	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 2,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$117.00**	**$92.25**	**$51.00**
140	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 2,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$54.10**	**$26.00**
141	S.F.	**FRP Finish Coat (Final) – District 2,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$67.00**	**$16.15**	**$5.00**
142	L.F.	**12 Inch - 48 Inch CMP Run Down – District 2,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$139.00**	**$85.00**	**$264.00**
143	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,125.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
144	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,097.00**	**$248.85**	**$442.00**
145	C.Y.	**Erosion Repair – District 2,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$70.00**	**$64.50**	**$131.00**
146	C.Y.	**Placement Of Flowable Fill – District 2,** This work consists of providing and placing flowable fill. Section 516	**$451.00**	**$90.00**	**$412.00**
147	S.F.	**Slope Paving – District 2,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$24.00**	**$16.95**	**$21.00**
148	S.F.	**Slope Paving Repair – District 2,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$46.00**	**$32.85**	**$29.00**
149	L.F.	**Temporary Concrete Wall Barrier Placement – District 2,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$36.00**	**$14.50**	**$123.00**
150	L.F.	**Temporary Concrete Wall Barrier Reset – District 2,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
151	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$149.50**	**$790.00**
152	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$1,495.00**	**$5,012.00**
153	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$89.70**	**$1,099.00**
154	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
155	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$89.70**	**$1,214.00**
156	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,064.00**	**$897.00**	**$4,202.00**
157	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$72.60**	**$783.00**
158	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,066.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
159	Barrel	**Crash Cushion – District 2,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,261.00**	**$1,445.00**	**$1,375.00**
160	HRS.	**Flagging Traffic Control (Urban Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**
161	HRS.	**Flagging Traffic Control (Rural Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
162	HRS.	**Variable Message Board – District 2,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$43.00**	**$25.00**	**$39.00**
163	HRS.	**Signalized Traffic Control – District 2,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$147.00**	**$35.00**	**$1,703.00**
164	L.F.	**Permanent Striping – District 2,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
165	L.F.	**Marking Tape – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.40**	**$3.10**	**$16.00**
166	EACH	**Reflectorized Pavement Tabs – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
167	L.F.	**Eradication of Pavement Markings – District 2,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
168	S.F.	**Panel Signs – District 2,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$124.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
169	MILE	**Mobilization – District 2,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$59.00**	**$57.60**	**$25.00**
170	EACH	**Discount / Payment for Invoice Items – District 2,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
171	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 171. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,073.00**	**$565.00**	**$1,171.00**
172	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 172. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$966.00**	**$519.00**	**$1,117.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
173	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 173. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$888.00**	**$517.00**	**$1,113.00**
174	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 174. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,921.00**	**$750.00**	**$3,318.00**
175	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 175. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,641.00**	**$655.00**	**$2,266.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
176	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 176. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,442.00**	**$655.00**	**$2,005.00**
177	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$15.00**	**$15.95**	**$57.00**
178	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$12.00**	**$12.85**	**$41.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
179	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$300.00**	**$230.00**	**$848.00**
180	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$112.00**	**$222.00**
181	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$40.85**	**$46.00**
182	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$65.55**	**$584.00**
183	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$40.00**	**$153.00**
184	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$23.45**	**$39.00**
185	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$145.00**	**$852.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
186	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$75.25**	**$245.00**
187	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$321.00**	**$35.65**	**$66.00**
188	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$38.00**
189	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$22.00**
190	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$53.00**
191	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$29.00**
192	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$77.00**
193	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$119.00**	**$18.40**	**$47.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
194	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$113.00**
195	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$59.00**
196	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$131.00**
197	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$129.00**	**$18.40**	**$87.00**
198	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$167.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
199	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$109.00**
200	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 3,** Per the requirements and Appendix "D" of this Agreement	**$4,025.00**	**$3,000.00**	**$4,010.00**
201	EACH	**Bearing Modification – District 3,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$6,352.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
202	EACH	**Temporary Shoring (Abutments) – District 3,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$3,875.00**	**$8,371.00**
203	EACH	**Temporary Shoring (Piers) – District 3,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$4,685.00**	**$8,371.00**
204	HOUR	**Welder & Welder Assistant – District 3**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$279.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
205	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 3,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 205. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$521.00**	**$259.25**	**$677.00**
206	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 3,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 206. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$522.00**	**$290.25**	**$625.00**
207	L.F.	**Strip Seal Joint Partial Depth Replacement – District 3,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$409.00**	**$165.50**	**$421.00**
208	L.F.	**Joint Seals – District 3,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$107.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
209	L.F.	**Pre-Molded Joint Seal – District 3,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$107.00**	**$58.00**	**$194.00**
210	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 3,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$473.00**	**$82.70**	**$353.00**
211	S.Y.	**Concrete Repair – District 3,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,156.00**	**$640.00**	**$624.00**
212	C.Y.	**Substructure Replacement – District 3,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 216 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$4,552.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
213	C.Y.	**Backwall Replacement – District 3,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 205, 207, 208, 209 or 210. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 213. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$4,394.00**	**$4,245.00**	**$2,100.00**
214	C.Y.	**Concrete Box Culvert Extension – District 3,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$3,453.00**	**$2,595.00**	**$1,554.00**
215	S.F.	**Concrete Slab on Grade – District 3,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$164.00**	**$56.70**	**$92.00**
216	LBS.	**Reinforcing Bars – District 3,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
217	S.Y.	**Penetrating Water Repellent Treatment – District 3,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$5.00**	**$6.10**	**$17.00**
218	GAL.	**Epoxy Injection – District 3,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$2,477.00**	**$3,205.00**	**$7,905.00**
219	L.F.	**Concrete Barrier Railing Replacement – District 3,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$363.00**	**$287.50**	**$755.00**
220	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$160.00**	**$128.70**	**$232.00**
221	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$134.00**	**$120.55**	**$192.00**
222	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 3,** Section 511	**$15.00**	**$8.55**	**$14.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
223	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 3,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$57.00**	**$57.00**	**$55.50**
224	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 3,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$92.25**	**$51.00**
225	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 3,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$75.00**	**$54.10**	**$26.00**
226	S.F.	**FRP Finish Coat (Final) – District 3,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$53.00**	**$16.15**	**$5.00**
227	L.F.	**12 Inch - 48 Inch CMP Run Down – District 3,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$114.00**	**$85.00**	**$264.00**
228	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$891.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
229	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$869.00**	**$248.85**	**$442.00**
230	C.Y.	**Erosion Repair – District 3,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$57.00**	**$64.50**	**$131.00**
231	C.Y.	**Placement Of Flowable Fill – District 3,** This work consists of providing and placing flowable fill. Section 516	**$406.00**	**$90.00**	**$412.00**
232	S.F.	**Slope Paving – District 3,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$20.00**	**$16.95**	**$21.00**
233	S.F.	**Slope Paving Repair – District 3,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$39.00**	**$32.85**	**$29.00**
234	L.F.	**Temporary Concrete Wall Barrier Placement – District 3,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$30.00**	**$14.50**	**$123.00**
235	L.F.	**Temporary Concrete Wall Barrier Reset – District 3,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$9.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
236	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$149.50**	**$790.00**
237	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$1,495.00**	**$5,012.00**
238	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$89.70**	**$1,099.00**
239	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
240	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$89.70**	**$1,214.00**
241	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$897.00**	**$4,202.00**
242	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$72.60**	**$783.00**
243	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
244	Barrel	**Crash Cushion – District 3,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$2,808.00**	**$1,445.00**	**$1,375.00**
245	HRS.	**Flagging Traffic Control (Urban Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**
246	HRS.	**Flagging Traffic Control (Rural Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
247	HRS.	**Variable Message Board – District 3,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$36.00**	**$25.00**	**$39.00**
248	HRS.	**Signalized Traffic Control – District 3,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$135.00**	**$35.00**	**$1,703.00**
249	L.F.	**Permanent Striping – District 3,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
250	L.F.	**Marking Tape – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
251	EACH	**Reflectorized Pavement Tabs – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.50**	**$8.30**	**$39.00**
252	L.F.	**Eradication of Pavement Markings – District 3,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
253	S.F.	**Panel Signs – District 3,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$118.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
254	MILE	**Mobilization – District 3,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$53.00**	**$57.60**	**$25.00**
255	EACH	**Discount / Payment for Invoice Items – District 3,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
256	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 256. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
257	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 257. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
258	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 258. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
259	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 259. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
260	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 260. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
261	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 261. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
262	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
263	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
264	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
265	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
266	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
267	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
268	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
269	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
270	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
271	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
272	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
273	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
274	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
275	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
276	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
277	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
278	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
279	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
280	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
281	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
282	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
283	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
284	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
285	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 4,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
286	EACH	**Bearing Modification – District 4,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
287		**Temporary Shoring (Abutments) – District 4,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
288	EACH	**Temporary Shoring (Piers) – District 4,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
289	HOUR	**Welder & Welder Assistant – District 4**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
290	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 4,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 290. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
291	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 4,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 291. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
292	L.F.	**Strip Seal Joint Partial Depth Replacement – District 4,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
293	L.F.	**Joint Seals – District 4,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
294	L.F.	**Pre-Molded Joint Seal – District 4,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
295	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 4,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
296	S.Y.	**Concrete Repair – District 4,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
297	C.Y.	**Substructure Replacement – District 4,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 301 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
298	C.Y.	**Backwall Replacement – District 4,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 290, 292, 293, 294 or 295. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 298. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
299	C.Y.	**Concrete Box Culvert Extension – District 4,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
300	S.F.	**Concrete Slab on Grade – District 4,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
301	LBS.	**Reinforcing Bars – District 4,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
302	S.Y.	**Penetrating Water Repellent Treatment – District 4,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
303	GAL.	**Epoxy Injection – District 4,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
304	L.F.	**Concrete Barrier Railing Replacement – District 4,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
305	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
306	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
307	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 4,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
308	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 4,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
309	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 4,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
310	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 4,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
311	S.F.	**FRP Finish Coat (Final) – District 4,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
312	L.F.	**12 Inch - 48 Inch CMP Run Down – District 4,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
313	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
314	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
315	C.Y.	**Erosion Repair – District 4,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
316	C.Y.	**Placement Of Flowable Fill – District 4,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
317	S.F.	**Slope Paving – District 4,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
318	S.F.	**Slope Paving Repair – District 4,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
319	L.F.	**Temporary Concrete Wall Barrier Placement – District 4,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
320	L.F.	**Temporary Concrete Wall Barrier Reset – District 4,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
321	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
322	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
323	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
324	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
325	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
326	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
327	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
328	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
329	Barrel	**Crash Cushion – District 4,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
330	HRS.	**Flagging Traffic Control (Urban Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
331	HRS.	**Flagging Traffic Control (Rural Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
332	HRS.	**Variable Message Board – District 4,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
333	HRS.	**Signalized Traffic Control – District 4,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
334	L.F.	**Permanent Striping – District 4,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
335	L.F.	**Marking Tape – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
336	EACH	**Reflectorized Pavement Tabs – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
337	L.F.	**Eradication of Pavement Markings – District 4,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
338	S.F.	**Panel Signs – District 4,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
339	MILE	**Mobilization – District 4,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
340	EACH	**Discount / Payment for Invoice Items – District 4,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
341	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 341. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
342	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 342. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
343	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 343. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
344	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 344. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
345	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 345. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
346	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 346. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
347	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
348	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
349	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
350	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
351	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
352	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
353	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
354	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
355	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
356	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
357	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
358	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
359	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
360	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
361	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
362	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
363	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
364	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
365	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
366	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
367	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
368	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
369	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
370	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 5,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
371	EACH	**Bearing Modification – District 5,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
372	EACH	**Temporary Shoring (Abutments) – District 5,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
373	EACH	**Temporary Shoring (Piers) – District 5,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
374	HOUR	**Welder & Welder Assistant – District 5**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
375	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 5,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 375. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
376	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 5,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 376. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
377	L.F.	**Strip Seal Joint Partial Depth Replacement – District 5,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
378	L.F.	**Joint Seals – District 5,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
379	L.F.	**Pre-Molded Joint Seal – District 5,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
380	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 5,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
381	S.Y.	**Concrete Repair – District 5,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
382	C.Y.	**Substructure Replacement – District 5,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 386 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
383	C.Y.	**Backwall Replacement – District 5,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 375, 377, 378, 379 or 380. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 383. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
384	C.Y.	**Concrete Box Culvert Extension – District 5,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
385	S.F.	**Concrete Slab on Grade – District 5,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
386	LBS.	**Reinforcing Bars – District 5,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
387	S.Y.	**Penetrating Water Repellent Treatment – District 5,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
388	GAL.	**Epoxy Injection – District 5,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
389	L.F.	**Concrete Barrier Railing Replacement – District 5,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
390	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
391	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
392	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 5,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
393	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 5,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
394	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 5,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
395	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 5,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
396	S.F.	**FRP Finish Coat (Final) – District 5,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
397	L.F.	**12 Inch - 48 Inch CMP Run Down – District 5,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
398	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
399	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
400	C.Y.	**Erosion Repair – District 5,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
401	C.Y.	**Placement Of Flowable Fill – District 5,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
402	S.F.	**Slope Paving – District 5,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
403	S.F.	**Slope Paving Repair – District 5,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
404	L.F.	**Temporary Concrete Wall Barrier Placement – District 5,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
405	L.F.	**Temporary Concrete Wall Barrier Reset – District 5,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
406	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
407	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
408	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
409	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
410	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
411	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
412	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
413	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
414	Barrel	**Crash Cushion – District 5,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
415	HRS.	**Flagging Traffic Control (Urban Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
416	HRS.	**Flagging Traffic Control (Rural Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
417	HRS.	**Variable Message Board – District 5,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
418	HRS.	**Signalized Traffic Control – District 5,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
419	L.F.	**Permanent Striping – District 5,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
420	L.F.	**Marking Tape – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
421	EACH	**Reflectorized Pavement Tabs – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
422	L.F.	**Eradication of Pavement Markings – District 5,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
423	S.F.	**Panel Signs – District 5,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
424	MILE	**Mobilization – District 5,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
425	EACH	**Discount / Payment for Invoice Items – District 5,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
426	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 426. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
427	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 427. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
428	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 428. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
429	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 429. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
430	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 430. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
431	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 431. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
432	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
433	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
434	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
435	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
436	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
437	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
438	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
439	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
440	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
441	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
442	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
443	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
444	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
445	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
446	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
447	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
448	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
449	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
450	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
451	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
452	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
453	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
454	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
455	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 6,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
456	EACH	**Bearing Modification – District 6,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
457	EACH	**Temporary Shoring (Abutments) – District 6,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
458	EACH	**Temporary Shoring (Piers) – District 6,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
459	HOUR	**Welder & Welder Assistant – District 6**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
460	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 6,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 460. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
461	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 6,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 461. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
462	L.F.	**Strip Seal Joint Partial Depth Replacement – District 6,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
463	L.F.	**Joint Seals – District 6,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
464	L.F.	**Pre-Molded Joint Seal – District 6,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
465	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 6,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
466	S.Y.	**Concrete Repair – District 6,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
467	C.Y.	**Substructure Replacement – District 6,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 471 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
468	C.Y.	**Backwall Replacement – District 6,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 460, 462, 463, 464 or 465. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 468. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
469	C.Y.	**Concrete Box Culvert Extension – District 6,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
470	S.F.	**Concrete Slab on Grade – District 6,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
471	LBS.	**Reinforcing Bars – District 6,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
472	S.Y.	**Penetrating Water Repellent Treatment – District 6,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
473	GAL.	**Epoxy Injection – District 6,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
474	L.F.	**Concrete Barrier Railing Replacement – District 6,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
475	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
476	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
477	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 6,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
478	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 6,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
479	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 6,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
480	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 6,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
481	S.F.	**FRP Finish Coat (Final) – District 6,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
482	L.F.	**12 Inch - 48 Inch CMP Run Down – District 6,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
483	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
484	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
485	C.Y.	**Erosion Repair – District 6,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
486	C.Y.	**Placement Of Flowable Fill – District 6,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
487	S.F.	**Slope Paving – District 6,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
488	S.F.	**Slope Paving Repair – District 6,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
489	L.F.	**Temporary Concrete Wall Barrier Placement – District 6,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
490	L.F.	**Temporary Concrete Wall Barrier Reset – District 6,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
491	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
492	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
493	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
494	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
495	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
496	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
497	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
498	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
499	Barrel	**Crash Cushion – District 6,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
500	HRS.	**Flagging Traffic Control (Urban Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
501	HRS.	**Flagging Traffic Control (Rural Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
502	HRS.	**Variable Message Board – District 6,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
503	HRS.	**Signalized Traffic Control – District 6,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
504	L.F.	**Permanent Striping – District 6,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
505	L.F.	**Marking Tape – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
506	EACH	**Reflectorized Pavement Tabs – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
507	L.F.	**Eradication of Pavement Markings – District 6,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
508	S.F.	**Panel Signs – District 6,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
509	MILE	**Mobilization – District 6,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
510	EACH	**Discount / Payment for Invoice Items – District 6,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**

*****510 Items Awarded Total *****

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED AUI Inc. P. O. Box 9825 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : The Travelers Indemnity Company — 25658 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : Associated Builders & Contractors of NM Merit Shop Workers Com — INSURER E : Charter Oak Fire Insurance Company — 25615 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	DTCO0K178259	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	2L968654	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP3K1020132526	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Builders Risk			QT-630-1W554742	1/1/2025	1/1/2026	$ 2,500 Ded	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AUI No. 225008
Construction Contract
3250367

CERTIFICATE HOLDER

City of Santa Fe
Public Works Department
737 Agua Fria Street
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V – Definitions.**

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

 © Insurance Services Office, Inc., 2011

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto".

   This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

 © Insurance Services Office, Inc., 2011

   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.
(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.
(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits

 © Insurance Services Office, Inc., 2011

or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:
   (1) Employment by the "insured"; or
   (2) Performing the duties related to the conduct of the "insured's" business; or
b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and
(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and
b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;
(2) When all of the work to be done at the site has been completed if your

 © Insurance Services Office, Inc., 2011

contract calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto";

b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: DT-CO-0K178259 ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

Copyright, The Travelers Indemnity Company, 2004

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, The Travelers Indemnity Company, 2004

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Policy No.: EWC008469

Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

---

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Philip S. Welt

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

Date Printed: 12/17/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

 Copyright, Insurance Services Office, Inc., 1992

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

© 2018 The Travelers Indemnity Company. All rights reserved.

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

© 2018 The Travelers Indemnity Company. All rights reserved.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Policy Number: 2L968654

LOSS PAYABLE CLAUSE

A. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.

B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

D. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER	LOSS PAYEE (Name and Address)
AS PER LIST ON FILE WITH COMPANY	ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF SIX MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

PRODUCER HUB INTL INS SERVICES 89075 **OFFICE** PHOENIX AZ 169

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

POLICY NUMBER: 2L968654 ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

© 2019 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

© 2014 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

© 2015 The Travelers Indemnity Compa ny. All rights reserved .
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

GB 600 AUI Construction SWPA

Final Audit Report 2025-06-02

Created:	2025-05-28
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKVXlpryDZBzKTmhW1Z3LDRPDundVDeK8

"GB 600 AUI Construction SWPA" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-05-28 - 8:12:20 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-05-28 - 8:18:19 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-28 - 8:25:25 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-28 - 8:25:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-28 - 8:25:42 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-05-28 - 8:26:45 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-05-29 - 1:47:45 AM GMT - Time Source: server- IP address: 98.97.112.42

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-29 - 1:47:49 AM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-06-02 - 5:55:03 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-06-02 - 6:00:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 6:00:16 PM GMT

CITY OF SANTA FE

Date: June 6, 2025

To: Governing Body

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jun 9, 2025 11:01 MDT)

Subject: NMDOT Fund 89200 Capital Appropriation Project

Vendor Name: New Mexico Department of Transportation

Munis Vendor Number: 7177

ACTION:
Request for Approval of Fund Capital Appropriation Project C5223170 with the New Mexico Department of Transportation for Pedestrian and Bicycle Improvements along Pacheco Street in the Total Amount of $150,000 through June 30, 2026. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $150,000 to FY 2025 Complete Streets Revenue and Expenses for Pacheco Street Bicycle and Pedestrian Improvements Project.

BACKGROUND AND SUMMARY:
The attached Capital Appropriation Project Agreement with the New Mexico Department of Transportation is pursuant to 2022 Legislative appropriation toward District 2 priority request. The project will improve pedestrian and bicycle infrastructure along Pacheco Street between West San Mateo Road and Alta Vista Street. This grant provides partial funding for the engineering design and construction of the project. Total project cost, including construction, is estimated at $1.5M.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: G3170 NMDOT Control Number C5223170
Munis Org Name/Number: Streets Roadways / 3309980
Munis Object Name/Number: WIP Design/ 572960
Budget Officer / Designee: Andy Hopkins **Date:** 06/10/2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Project Ledger Number: CIP2433004

Approval: Matthew Bonifer Matthew Bonifer (Jun 10, 2025 11:04 MDT) **Title:** Accounting Officer **Date:** 06/10/2025

Comment/Exceptions: _____

ATTACHMENTS:

NMDOT Fund 89200 Capital Appropriation Project
BAR
Project Ledger

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5223170

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, 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 2022, SB212, Chapter 53, Section 36, Subsection 88, 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 G3170 NMDOT Control Number C5223170 **$150,000**
APPROPRIATION REVERSION DATE: 6/30/2026
Laws of 2022, Chapter 53, Section 36, Subsection 88, One Hundred Fifty Thousand Dollars and No Cents ($150,000), to acquire easements and rights of way and to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between west San Mateo road and Alta Vista street in Santa Fe in Santa Fe county .

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and No Cents $150,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[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.

applicable, Zero Dollars and No Cents ($ 0.00), which equals One Hundred Fifty Thousand Dollars and No Cents (**$150,000**) (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 Reimburse[2] 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.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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 Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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 6/30/2026 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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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 ~~a~~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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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 Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’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 Santa Fe 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 Santa Fe 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 Santa Fe 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 Santa Fe 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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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]

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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:
Sundeyeet kaur
_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24
_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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*):	
	City State Zip		G.	Grant Balance:	
C.	Phone No:		H.	☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)	
D.	Grant No:		I.	☐ Final Request for Payment (*if Applicable*)	
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. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge 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. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge 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 or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
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	Date	Division Project Manager	Date

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

NMDOT ATTACHEMNT A

The City of Santa Fe 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 Santa Fe 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.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

1.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Roadways & Trails	5/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Land - PACHECO ST - SAN MATEO TO ALTA VISTA	3309980	572940	CIP2433003-RIGHTOFWAY	10,000	
WIP Design - PACHECO ST - SAN MATEO TO ALTA VISTA	3309980	572960	CIP2433003-Design	100,000	
WIP Construction - PACHECO ST - SAN MATEO TO ALTA VISTA	3309980	572970	CIP2433003-Construct	40,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT -PACHECO ST - SAN MATEO TO ALTA VISTA	3309980	490150	CIP2430003	(150,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with NMDOT for right of way, planning, design and construction of the Gov. Miles/Richards to Nizhoni Dr

multifunded in the total amount of $150,000. Term date: 06/28/2026

(C5223170 /DFA 22-G3170)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

De Alva Calabaza 5/14/2025
Prepared By *{print name}* Date

Division Director Signature Date

Regina Wheeler
Regina Wheeler (Jun 9, 2025 11:01 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/30/2024 UPDATED 5/13/25

Project Title: PACHECO ST - SAN MATEO TO ALTA VISTA

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2433004
Grant ID: S2447/S2446
Approved By: MB 5/13/25 MB 5/13/25 (May 13, 2025 14:51 MDT)
Entered By: CMT (Finance Use Only)

Department: PUBLIC WORKS Project Manager: ROMELLA GLORIOSO-MOSS Ext: 505-629-6623

Project Date Range: 05/01/2024 to 06/30/2027 ☑ Create Fixed Asset

---

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: S2447: NMDOT C5223170 /DFA 22-G3170 % of Funding: 43%

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: $150,000

Funding Source: S2446: NM DOT C5233360 /DFA 23-H3360 % of Funding: 57%

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: $350,000

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: RIGHT OF WAY MUNIS ORG: 3309980 MUNIS OBJ: 572940

Phase: DESIGN MUNIS ORG: 3309980 MUNIS OBJ: 572960

Phase: CONSTRUCTION MUNIS ORG: 3309980 MUNIS OBJ: 572970

Contract number: Comments/Other:

GRANTS ONLY:

Grantor Name: 1-S2447 NMDOT C5223170 2. NMDOTC5223360 Awarded Amount: 150K/350K

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-14

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER G3170, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223170, TO ACQUIRE EASEMENTS AND RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT AND IMPROVE PACHECO STREET, INCLUDING PEDESTRIAN AND BICYCLE IMPROVEMENTS BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

WHEREAS, in the Laws of 2022, Chapter 53, Section 36, Subsection 88, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number G3170, NMDOT Control Number C5223170 ("Agreement"), incorporated as Attachment A, in the amount of one hundred and fifty thousand ($150,000), to acquire easements and rights of way and

to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County ("the Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "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" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations and, this position was renewed in a letter dated August 20, 2024 for all current Capital outlay appropriations; and

WHEREAS, as a result of DFA's position articulated in these letters, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 1 to the Intergovernmental Service Agreement, Item No. 22-G3170, included in Attachment B, includes the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.

Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this 26th day of February, 2025.

Alan Webber (Mar 1, 2025 11:31 MST)

ALAN WEBBER, MAYOR

ATTEST:

ANDREA SALAZAR (Mar 3, 2025 12:17 MST)

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5223170

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, 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 2022, SB212, Chapter 53, Section 36, Subsection 88, 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 G3170 NMDOT Control Number C5223170 **$150,000**
APPROPRIATION REVERSION DATE: 6/30/2026
Laws of 2022, Chapter 53, Section 36, Subsection 88, One Hundred Fifty Thousand Dollars and No Cents ($150,000), to acquire easements and rights of way and to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between west San Mateo road and Alta Vista street in Santa Fe in Santa Fe county .

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and No Cents $150,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[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.

applicable, Zero Dollars and No Cents ($ 0.00), which equals One Hundred Fifty Thousand Dollars and No Cents (**$150,000**) (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 Reimburse[2] 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 Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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 6/30/2026 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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

(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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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 ~~a~~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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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 Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’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 Santa Fe 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 Santa Fe 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 Santa Fe 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 Santa Fe 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

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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]

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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:
Sundeyeet kaur
_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24
_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (*If Applicable*):

G. Grant Balance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge 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. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge 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
or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

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 Date

Division Project Manager Date

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

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.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

NMDOT ATTACHEMNT A

The City of Santa Fe 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 Santa Fe 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.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

1.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -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.

M. 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: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director

TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9[illegible]98	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

2024-14 (R) C5223170 ($150,000) Pacheco Street Improve Designating Authorized Representatives and Agents

Final Audit Report 2025-03-03

Created:	2025-02-27
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEoJ1uBBAVo7842IpRoyz51ESoOG4L2ry

"2024-14 (R) C5223170 ($150,000) Pacheco Street Improve De signating Authorized Representatives and Agents" History

Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
2025-02-27 - 4:54:42 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-02-27 - 4:56:20 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-03-01 - 0:00:52 AM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-03-01 - 0:04:14 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-03-01 - 0:04:17 AM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-03-01 - 1:08:59 AM GMT- IP address: 146.75.203.1

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-03-01 - 6:31:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-01 - 6:31:55 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-03 - 7:17:14 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)

Signature Date: 2025-03-03 - 7:17:23 PM GMT - Time Source: server- IP address: 76.26.101.206

Agreement completed.

2025-03-03 - 7:17:23 PM GMT

Powered by
Adobe
Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo
Date: June 3, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Sebastian Gallegos, Project Administrator

Via: Jimmy Gunn, Interim Airport Director

Subject: Santa Fe Regional Airport, Emergency Generator upgrades

Vendor Name: HEI Inc.

Munis Vendor Number: 2385

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a purchase in the total amount of $352,822.59 for Purchasing and installing 2 new Emergency Generators and moving and reinstalling an existing generator with HEI Inc.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250044

BACKGROUND AND SUMMARY:

The Santa Fe regional Airport is undertaking a key infrastructure improvement project: the upgrade of its emergency generator system. This upgrade is part of ongoing efforts to enhance the airport's resilience, safety, and operational reliability during power outages or emergencies. The current emergency power system, which has served the airport for many years, no longer meets the growing energy demands of modern airport operations. With the expansion of services, facilities, and passenger volume, ensuring uninterrupted power for essential systems, such as communication systems, security infrastructure, and terminal operations, has become increasingly critical. The 2 new generator systems will significantly increase backup power capacity to the entire Air Traffic Control Tower (ATCT), the whole Terminal, and baggage claim area, the existing Cummins Diesel Emergency Generator will be relocated and reinstalled to the Maintenance Shop. This will be done to ensure that vital airport functions can continue during electrical outages caused by weather events, grid failures, or other emergencies. The upgraded generators will be more energy-efficient and environmentally compliant, aligning with the city's broader goals for sustainability and infrastructure modernization.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Airport/545

Munis Org Name/Number: 5456050

Munis Object Name/Number: 570500

Budget Officer / Designee: Andy Hopkins **Date:** 06/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement The State-Wide Price Agreement 40-00000-24-00074 expires on 12/28/25.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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: JOHN BURNETT (Jun 5, 2025 16:44 MDT) **Title:** Facilities Director **Date:** 06/05/2025

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: **AIR2554517**

Approval: Josie Bolden **Title:** Controller **Date:** 06/09/2025

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance
Professional Services Contract

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
19 Vendors – See pages 6-9

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **40-00000-24-00074**

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

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

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

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Electrical Services On-Call**

Term**:** **June 20, 2024 – June 19, 2025**

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 6/20/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

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

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

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

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

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

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

Statewide Price Agreement

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

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

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

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

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

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

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

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

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

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

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

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

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

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

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

Awarded Vendors:

(AA) 0000165669
A and S Enterprises Inc.
106 Roehl Rd NW
Albuquerque, NM 87107
Bryan Abeyta, 505-916-7470
Bryan@asenm.com

Payment Term: Net 30
Delivery: 106 Roehl Rd NW Albuquerque, NM 87107
Public Works: 1758420150713
License: #380956, EE98

(AB) 0000097177
APIC Solutions, Inc.
5550 Midway Park Place NE
Albuquerque, NM 87109
Steve Foster, 505-345-1381
service@apicnm.com

Payment Term: Net 30
Delivery: Destination, unless otherwise indicated by NM State Purchasing Agent
Public Works: 2431920120420
License: #373987, EE98, GB98, GS24

(AC) 0000133362
Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
Elizabeth Kinkade, 505-554-3313
elizabeth@electrical.team

Payment Term: Net 30
Delivery: As Requested
Public Works: 24753773182017
License: #387077, EE98

(AD) 0000046277
B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
Jamie Westerfield, 505-299-4464
newwojobs@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0191702011629
License: #1426, EE98, EL01, GA98, GB98, EL01, GF09, MM98

(AE) 0000049380
Bixby Electric Inc.
521 Wheeler SE
Albuquerque, NM 87102
Bob 505-350-1098
Bob@Bixbyelectric.com

Payment Term: Net 30
Delivery: As Needed
Public Works: 190612011621
License: #28568, EE98, EL01, GA03, GA98, GB98, GF98,

(AF) 0000145462
Cypress Communication Systems, LLC
2469 Corrales Rd Ste B3
Corrales, NM 87048
Joshua Fenlason, 505-796-5664
info@cypressnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2427820120330
License: #359124, EE98, ES03

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

(AG) 0000049571
Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153
505-480-4293, Chris Gutierrez
cgutierrez@entelcomm.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 187062011526
License: #29455, EE98, EL01, GB98

(AH) 0000086357
Four Winds Mechanical HTC/AC
8915 ADAMS ST NE
ALBUQUERQUE, NM 87113
Chauling "Lynn" Armijo, 505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30
Delivery: 24 HOURS
Public Works: 02885820130507
License: #82333, GB89, EE98, MM98

(AI) 0000049954
Great Western Electrical Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson, 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107
Public Works: 0214120070215
License: #93237, EE98, EL01

(AJ) 0000052470
HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190
Will Humbard, 505-880-1819
whumbard@heinm.com

Payment Term: Net 30
Delivery: F.O.B Destination
Public Works: 002495720120723
License: #61439, EE98, EL01, GB98, MM02, MM03

(AK) 0000046144
J and G Electric Co.
512 S. Main St.
Roswell, NM 88203
Brad Fuchs, 575-622-0146
brad@jandgelectricco.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0951920090512
License: #7408, EE98, GB98

(AL) 0000046795
Lynco Electric Co Inc
1520 West Amador Ave.
Las Cruces, New Mexico, 88005
Nathan Wilcox (575) 523-9066
lyncoelecnathan@comcast.net

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 0101432009071
License: #10715, EE98, EL01, GB98

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

(AM) 0000047584
McDade-Woodcock,Inc.
2404 Claremont Ave. NE
Albuquerque, NM 87107
Randall Dupuy, 505-884-0155
randyd@mwieic.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 0188122011604
License: #17754, EE98, EL01, GA01

(AN) 0000114869
Pluma, LLC
6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Timothy Everett, (505) 345-0755
tim@plucys.com

Payment Term: Net 30
Delivery: 6301 4th St. NW, Suite 1
Albuquerque, NM 87017
Public Works: 1755520150602
License: #387286, EE98, GB98

(AO) 0000142264
Red Seven Electric LLC
1322 Frontage Rd
Belen, NM 87002
Manuel Medina, 505-859-5414
mmedina@redsevenelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 282111398962018
License: #391745, EE98

(AP) Not in SHARE
Spier Electric LLC
9528 Big Rock Dr
Albuquerque NM 87114
John Spier, 505-420-7729
John@spierelectric.com

Payment Term: Net 30
Delivery: Spier Electric LLC 9528 Big Rock Dr
Albuquerque NM 87114
Public Works: 029340758382023
License: #414474, EE98

(AQ) 0000173937
SRC Electrical LLC
20 Alamotero Lane
Alamogordo NM 88310
Luis Morales, 575-921-4478
luismorales954@gmail.com

Payment Term: Net 30
Delivery: 20 Alamotero Lane,
Alamogordo NM 88310
Public Works: 28811931752024
License: #387778, EE98

(AR) 0000050920
TLC Company, LLC
5000 Edith Blvd. NE
Albuquerque, NM 87107
Nick Rodriguez, 505-761-9696
nrodriguez@tlcplumbing.com

Payment Term: Net 30
Delivery: As requested.
Public Works: 28806888172024
License: #414079, EE98, GA98, GB98, GF98, MM98

DocuSign Envelope ID: EDCD97EE-B020-479E-BF6A-7058AE6341AF

(AS) 0000147945
US Electrical Corp
301 California Street SE
Albuquerque, NM 87108
Brock Darnell, 505-260-1000
brockd@uselectricalcorp.com

Payment Term:	Net 30
Delivery:	301 California Street SE Albuquerque, NM 87108
Public Works:	01954020110720
License:	#57043, EE98, EL01, GB98

HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

DATE: **5/20/2025**

PROPOSAL #E25040R1

TO: **James Garduno**
121 Aviation Dr
Santa Fe, NM 87507

State of New Mexico CID License #061439
DOWFS # 002495720120723

PROJECT DESCRIPTION: **Santa Fe Airport Tower Addition Generator**

150kW Natural Gas for Tower Tie-In

•Installation of 150kW Kohler 120/208V natural gas generator
•To incorporate panels 'D, C, and E' that provide power to flight tower, HEI would upgrade current 100kW generator to a 150kW generator.
•The existing automatic transfer switch would be functional and is rated for the needed power for the upgrade.
•HEI would tap the line side of the switch and install a 200A 3-phase 250V fusible disconnect and intercept the circuit feeding panels 'D, C, and E' and connect to new circuit to the ATS
•Installation of all control wiring, shore power, and block heater circuit.
•Possible existing pad modifications have been included.
•Gas line tie-in, regulator, and all plumbing is included
•Includes all tools, labor, equipment, and signage for full installation of operational backup generator.
•Lead time 10-15 weeks ARO

Total Price **$ 121,837.60**

$ 8,376.34 **6.8750%** Tax
$ 130,213.94

150kW Natural Gas for Future

•Installation of 150kW Kohler 120/208V natural gas generator
•ATS fed from MDP and used for future expansion.
•A new 400A 120/208V single-phase automatic transfer switch would be installed
•No loads anticipated at this time for generator.
•Installation of all control wiring, shore power, and block heater circuit are included.
•Generator pad has been included.
•Gas line tie-in, regulator, and all plumbing is included
•Includes all tools, labor, equipment, and signage for full installation of operational backup generator.

Total Price **$ 157,678.80**

$ 10,840.42 **6.8750%** Tax
$ 168,519.22

Cummins Generator for Maintenance Shop

•Installation of customer owned Cummins 100kW generator at Maintenance Building.
•Includes generator pad, rough-in, ATS and installation of generator.
•Generator to feed entire service, no selective circuits have been accounted for.
•Location and placement of equipment to be field verified with customer, but bid for within 50ft of existing service

Total Price **$ 50,610.00**

$ 3,479.44 **6.8750%** Tax
$ 54,089.44

Grand Total **$ 352,822.59**

Sincerely,

Jesse Luna

Customer Acceptance - Please print & sign Date

This price is good for 30 days from date of this letter and is subject to change or withdrawl if not accepted prior to this date.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dianne Dawkins	
RSC Insurance Brokerage, Inc. 1690 S Telshor Blvd. Las Cruces NM 88011	PHONE (A/C, No, Ext): (575) 888-3413	FAX (A/C, No):
	E-MAIL ADDRESS: ddawkins@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Builders Trust of New Mexico	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HEI, Inc.
3800 Vassar, NE
PO Box 31310
Albuquerque NM 87190-1310

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EPP 0087604	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Hired Non-Owned	$ 1,000,000
	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC100-0005961-2025A	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 2000000
							E.L. DISEASE - EA EMPLOYEE	$ 2000000
							E.L. DISEASE - POLICY LIMIT	$ 2000000
A	Installation Floater			EPP 0087604	06/01/2025	06/01/2026	Jobsite Limit	$100,000
							Temporary Storage	$100,000
							Deductible	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: All Jobs

CERTIFICATE HOLDER

City of Santa Fe
1600 St. Michaels Dr.
Santa Fe NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Item #: 24-0466
Munis Contract #: 3204663
SWPA #: 00-00000-20-00093

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **HEI, Inc.** 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall provide the City of Santa Fe with general contracting services for City of Santa Fe Regional Airport in accordance with their State Price Agreement # 00-00000-20-00093 and detailed in Exhibit A.

1. The Contractor shall be required to provide On-Call General Contracting services, focusing on data (low voltage) infrastructure and security systems upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate, based upon the rates included in their State Price Agreement (SPA), a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of issuance of a Task Order by the City's Project Manager unless a different time for performance is specified in the task order. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible.

2. Contractor is responsible for all required permits and licenses required to perform this work. Contractor shall be responsible for adherence to the Contract Documents, Construction

3. Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

4. The contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Per Task Order

C. Distribution:

City	James Garduño, Project Manager, jdgarduno@santafenm.gov, 505-670-3232
Contractor	Will Humbard, HEI Inc., Business Owner will@heinm.com,505-880-1819

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of each task order, such compensation not to exceed ten million dollars ($10,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed ten million dollars ($10,000,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty sixth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the

sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-128-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2034**.

4. 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) Except as otherwise provided in Paragraphs 7.A and 17, 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 5, "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.*

5. 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.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction 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.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

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

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. 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

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. 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, Chapter 10, Article 16 NMSA 1978.

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 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 12 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 12 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work of each Task Order after receipt of written approval by the City's Project Manager or his/her designee. Such

change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the work defined in a Task Order as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Administrator shall draft a written Change Request for review and approval by the Project Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2) When the Project Manager finds that the Change Request is appropriate for the project and complies with the requirements above, the Project Manager will forward the draft to the Contractor. Within five (5) business days, the Contractor will review the Change Request and inform the Project Manager in writing of whether the Change Order will require any changes to the project schedule and/or price due to, e.g., equipment availability or additional materials.

3) The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of Contractor's written statement about whether the schedule or price will be affected. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order. If the Change Order results in a revised project schedule or cost, the revised documents shall be attached to the Change Order and incorporated into the original Task Order.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

Statewide/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, 00-00000-20-00093 General Construction Services, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement 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. Contractor further agrees not to discriminate on the basis of citizenship status, subject to compliance with federal law on the subject of authorization to work in the United States. 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. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a 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.

B. **Business Automobile Liability** insurance for all owned and non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **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.

D. 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.

22. 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

23. 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. 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 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.

24. 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, Section 41-4-1, et. seq. NMSA 1978, 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.

25. 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.

26. 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.

27. 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:

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Will Humbard, Business Owner
P.O. Box 31310, Albuquerque, NM 87190-1310
505-880-1819
will@heinm.com

28. 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 into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within forty-five (45) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the

City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These 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 Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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:

Alan Webber (Jul 24, 2024 13:25 MDT)

ALAN WEBBER, CITY MAYOR

DATE: Jul 24, 2024

CONTRACTOR:
HEI, Inc.

Will Humbard
Will Humbard (May 16, 2024 16:24 MDT)

WILL HUMBARD, BUSINESS OWNER

DATE: May 16, 2024

CRS#: 02-360388-00-7

Registration #: 225955

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 07/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 20, 2024 10:26 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: May 28, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Allan Mantle: Airport Operations Manager: apmantle@santafenm.gov

Via: Jimmy Gunn: Interim Airport Director

Subject: MB-3 Airfield Snow Removal Broom Truck

Vendor Name: M B Company Inc.

Munis Vendor Number: 1865

ITEM AND ISSUE:

The Airport Department respectfully requests your review and approval of the purchase of a heavy-duty airfield snow removal broom truck in the total amount of $865,840.47 from the M B Company Inc.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport currently has only 1 airfield snow removal broom truck. The majority of snowstorms and events we experience at the airport call for this equipment type to be utilized for snow removal. Only having 1 airfield snow removal broom to treat the entire airfield during snow events significantly hinders the airport's ability to safely and effectively clear snow from the airfield. Additionally, when this piece of equipment breaks down, it jeopardizes the airport's ability to remain open to the travelling public. Demand for air service in Santa Fe is increasing, therefore, it is imperative for the airport to have a second heavy-duty airfield snow removal broom truck in the fleet. Having a second airfield snow removal broom truck will enhance safety, improve airfield snow clearance times, and add redundancy to the airport's fleet if equipment breaks down.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Airport / 545

Munis Org Name/Number: Airport Operating / 5456050

Munis Object Name/Number: Equipment > 5K / 570500

Budget Officer / Designee: Andy Hopkins **Date:** 05/29/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The Sourcewell contract with M B Companies [093021-AEB] expires on 11/16/2025.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 06/03/2025

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: Josie Bolden **Title:** _____ **Date:** 05/29/2025

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Coop Master Agreement

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Federally required forms (list all. Examples: SAM.gov check, etc.)

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., dba Aebi Schmidt North America, 201 MB Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: 47AA3300-2FF2-4F69-9B54-FE9A11911F76

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 1:39 PM CST

ASH North America, Inc.
dba Aebi Schmidt North America

DocuSigned by:
By: Steffen Schewerda
EEA41C97ACAA48F...
Steffen Schewerda
Title: CEO
Date: 11/15/2021 | 2:38 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/16/2021 | 7:34 AM CST

DocuSigned by:
By: Sarah Blashe
13E4347365294F6...
Sarah Blashe
Title: CFO
Date: 11/16/2021 | 7:33 AM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Aebi Schmidt North America
Does your company conduct business under any other name? If yes, please state:	Meyer Products, Swenson Spreaders, MB Companies
Address:	201 MB Lane Chilton, Wisconsin 53014
Contact:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Phone:	330-904-4720
HST#:	

Submission Details

Created On:	Monday August 16, 2021 09:32:54
Submitted On:	Thursday September 30, 2021 06:42:20
Submitted By:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Transaction #:	82383c42-e025-485f-8262-9b9455ee75be
Submitter's IP Address:	162.232.178.0

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ASH North America, Inc. Assumed name - Aebi Schmidt North America d/b/a - M-B Companies Inc.	*
4	Proposer Physical Address:	201 MB Lane Chilton, WI 53014	*
5	Proposer website address (or addresses):	www.m-bco.com www.aebi-schmidt.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steffen Schewerda, CEO Aebi Schmidt North America steffen.schewerda@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1062	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck, Strategic Sales and Marketing Manager North America jason.bartuseck@aebi-schmidt.com 18513 Euclid Ave Cleveland, OH 44112 330-904-4720	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Steve Mueller, Inside Sales Manager M-B Companies steve.mueller@aebi-schmidt.com 201 MB Lane Chilton, WI 53014 920-898-1077	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Company History In 2015, the Aebi Schmidt Group, headquartered in Zurich, Switzerland purchased Swenson Products and Meyer Products. In 2018, the group purchased M-B Companies, Inc. which has 4 divisions (Airport Maintenance, Attachments, Brushes and Pavement Striping) including 4 manufacturing plants. The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. The mission is "to improve the performance of our customers by providing total solutions that enable a safe and economical clearing." In 2019, Aebi Schmidt North America created a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, Aebi Schmidt Group added to the North America portfolio by acquiring, Equipments Lourds Papineau, Inc (ELP), a manufacturing company that produces snow and ice removal equipment in Quebec, Canada. Aebi Schmidt has become the worldwide industry leader by consistently improving its technology to deliver superior value to its customers. The group has operations in 13 countries in Europe, and now, with the recent acquisitions has 7 manufacturing facilities and sales organizations in North America. M-B Companies, Inc. From clearing snow to painting lines for roads, M-B Companies Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more. The origin of M-B Companies Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin building agricultural implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint stripers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922. Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974	

		of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated into a new facility located in Muncy, PA and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. Today, M-B Companies, Inc., just completed a large plant expansion project to more than double the size of the Chilton manufacturing plant. Core Values Result Oriented: Contribution and added value to the Aebi Schmidt Group performance by recognizing and realizing business opportunities, aiming for the best result, focusing on the outcome of actions and maximizing profitability Innovation: We break new grounds by thinking outside of the box, try the untried, strive for sustainable solutions, and encourage continuous improvements Integrity: We strive for long term relationships by keeping promises and being trustworthy, being open and honest, being reliable and taking responsibility and acting ethically and tolerant with respect for others. Passion: We are part of a winning team by inspiring others, being proud of what we do, maintaining a positive attitude and challenging our limits. Customer Focused: by improving the performance of the customer by thinking about solutions, achieving excellent results, building strong partnerships and focusing on the needs of the customer. Collaboration: striving for one common goal by working in a global network, utilizing the skills of others, taking risks and learning from mistakes and benefiting from other cultures. Sustainability Program Sustainability doesn't just happen by itself. It comes from how we think and act. And ultimately, from how consistent we are about it. As a company, it is our responsibility to invest in progress and in the future. But that also applies to our customers; everything we develop and produce also needs their commitment when put into practice. Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful in the long term. Our economic, social, and environmental targets are being implemented along the entire value chain. We care about protecting the environment and use resources sparingly. As an industry-leading employer we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in a valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines. Code of Conduct The Code of Conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti-corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed. Core values can be found on page 8 of our annual report attached in the documents section. Sustainability information can be found on pages 12-13 and pages 45-47 of our annual report attached in the documents section. Code of Conduct policies for employees and business partners are attached in the documents section as well	*
10	What are your company's expectations in the event of an award?	We intend to use the Sourcewell contract to enhance our efforts to bring the latest technology and best products to the broadest range of customers throughout the U.S. and Canada, and enable Sourcewell members to acquire that technology more efficiently and economically than using the time consuming traditional bid process.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Aebi Schmidt North America does not publish independent financial information. Attached is the Aebi Schmidt Group - 2020 Annual Report in the document upload section. The Aebi Schmidt Group at a glance financials for 2020 and 2019 can be found on page 1 of the annual report. Overall, the organization is financially healthy during these Covid-19 times and will continue growing and will be looking to increase the size of our North American organization in the years to come. This is evident with the recent acquisition of ELP in the Canadian market and the facility expansion project in Wisconsin that is the new Aebi Schmidt North America corporate headquarters.	*
12	What is your US market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide is less than 5% market share in the U.S.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our industry members do not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide is less than 5% market share in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Aebi Schmidt nor M-B Companies has not petitioned for bankruptcy protection	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Aebi Schmidt North America is best described as a manufacturer (OEM) and services provider. Our sales team members are employees that work directly for our organization. That same for our service team members. We sell both directly to end users of equipment and to dealers for their distribution of our machines as well. All dealers are third party companies and independent from the Aebi Schmidt Group, but some have been dealers with our brands for over 20 years. Our sales organization works closely with the dealer network to ensure they are providing the best service to the end user.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require specific licenses or certifications to do business. We do hold certificates of good standing with states that require them. Our M-B Companies also hold ISO 9001 certifications (certificate in documents section)	*
17	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	No business entity part of the Aebi Schmidt group including M-B Companies has been suspended or had a debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Two brands under our North America umbrella, Swenson Spreaders and Meyer Products, have been recognized as MVP members by the NTEA organization. This designation recognizes companies for outstanding business practices and successful implementation of quality standards. These are the same business practices that all of our brands perform on a daily basis.	*
19	What percentage of your sales are to the governmental sector in the past three years	Government sales accounts for approximately 85% of the overall sales the past 3 years for M-B Companies Inc.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 5% of total sales would be in the education sector the past three years	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC - Street Maintenance Contract for M-B Companies Inc. average $912,000 sales per year from the contract. M-B Companies also has Pavement Marking machines on contract currently with the state of North Carolina. The average sales volume per year with that contract is approx. $800,000 Current state contracts with M-B Companies Brooms: Minnesota, Maine, Ohio, Kentucky, Illinois, Nevada, New Mexico, and Virginia. M-B average sales volume per year is approx. $100,000 per state. M-B Companies also has state contracts for sweepers in Pennsylvania, Ohio, Minnesota, Utah, and Massachusetts. There aren't any annual sales from these contracts at this point as they were just awarded recently.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our organization does not hold any GSA, or Standing offer and Supply Arrangements at this time.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burlington International Airport	Chip French	802-316-2525	*
Yeager Airport	JR Caldwell	304-881-2223	*
Cincinnati/Northern Kentucky International Airport	Matthew Gabbert	859-743-5822	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Chicago	Government	Illinois - IL	Airport Equipment	9 million each	18,950,000	*
Chicago Rockford International Airport	Government	Illinois - IL	Airport Equipment	3 million each	5,555,000	*
State of North Carolina Department of Transportation	Government	North Carolina - NC	Paint Equipment	500K each	1,650,000	*
Saint Louis International Airport	Government	Missouri - MO	Airport Equipment	2 million each	8,000,000	*
Calgary Airport Authority	Government	AB - Alberta	Airport Equipment and Spreaders	750K each	1,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Aebi Schmidt North America has a large cross functional sales team consisting of eighteen outside sales people. Of those eighteen outside sales people we have six sales people who who are active specialists with the products supplied in the response. We have two sales specialists located in Canada and four in the United States. We also have a full staff of inside sales people (3) that support the new sales, after sales and order intake process. All of our people involved in the sales of our sweeping equipment are factory trained and knowledgeable about the products offered.	*
26	Dealer network or other distribution methods.	Aebi Schmidt is currently building a dealer network for their sweeper sales. Until that network is complete we will be selling and servicing our sweeper product direct to the customer. We have a full sales and support team in place to ensure that our customers receive the best sales and service experience.	*
27	Service force.	Our field service team consists of 11 individuals that respond in person to customer problems and perform service. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada. We also have internal service support people who take service calls and support end users and dealers along with helping to order additional parts when necessary.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Aebi Schmidt North America - M-B Companies organization would handle the entire order process. M-B will provide the quote, accept a P.O., upfit the equipment, deliver the product, and accept final payment.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Orders are entered within 24 hours of receipt. Stock items can ship as soon as same day when available. Most equipment is built to purpose and customer specifications and will have a lead time of a minimum of 30 days. Most sweepers will have a lead time of a minimum of 60 days to 360 days ARO. The delay in delivery is based on the chassis delivery times which can vary greatly depending on economic situations impacting chassis manufacturers. Our commitment to our customers is to keep them informed of the progress of their order and to provide updates when applicable. We have a multiple levels of service for our equipment. We have dealers for some product lines that have been factory trained and are reachable during normal business hours. We also have an internal staff of customer service personnel that field calls for service and troubleshoot via phone and virtual meetings. We have 6 people dedicated to that process. We can also be reached via Social Media and via our Websites 24 hours a day. The regional sales team members all can be reached on their mobile devices 24 hours a day. The next step is our field service personnel of which there are 11 of them (2 in Canada, 1 in Alaska, 8 in lower 48 United States) that can be dispatched to the customer to trouble shoot problems. We understand that our equipment often is mission critical and we need to provide 24 hour / 7 day support. We also have an internal documenting process within our CRM where we log customer inquiries and product issues. Once a inquiry is logged into the system the customer receives and email and our quality team is notified as well. We track the progress of all of these "cases" in our system to ensure that our customers are receiving the proper support. Customers are updated as progress changes on their "case" by automated updates. We also use the information from these cases to improve internal processes, customer turn around times, customer satisfaction track warranty claims, and identify potential defects of parts or manufacturing. All of which is reviewed on a monthly basis. Customer focus is a core value in the Aebi Schmidt group and we are dedicated to ensuring that happens.	*

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so the customers can avoid the cumbersome bid process. Aebi Schmidt North America has 18 in field sales people across our business channels along with 11 field technicians that promote the Aebi Schmidt North America brands products and services. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our company understands that most organizations purchase through a bid process and often times are not able to get the product that they want and need. Our sales people are trained to help the customer identify what they need, and help them find a way to make the purchase. We want to offer Sourcewell as a way to purchase for all entities. We will promote to non-participating entities to start participating so that customers can avoid the cumbersome bid process. We believe in Sourcewell and have the ability and desire to provide our products to all participating entities. We also are aware that not as many Canadian entities are actively using Sourcewell as a purchasing vehicle, but will continue to talk about the contract and offer it during every conversation. Our organization has 6 in field sales people across Canada (2 are product specialists) along with 2 technicians that will be promoting all Aebi Schmidt North America products and services.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Aebi Schmidt North America can service all of the United States and Canada through the proposed contract.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aebi Schmidt has no limiting factors that will prohibit us from fully serving all entity sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Aebi Schmidt North America has zero restrictions that would apply.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Once awarded we will schedule a sales meeting to train our entire inside and outside sales team on the specifics of the Sourcewell contract including pricing, procedures, etc. The sales team will be given the tools to effectively communicate the award to all dealers throughout the U.S. and Canada to ensure the success of the contract. After the sales meeting we will maintain communications with sales team to reinforce the information shared at the sales meeting. We will schedule sales call with the identified top 200 municipalities from our CRM system to inform them of the Sourcewell contract and explain its benefits if they are not Sourcewell members. Leveraging our current marketing strategy, we plan to support the Sourcewell award through an aggressive multi-platform approach utilizing digital and traditional (trade journal advertising, PR, in-dealership merchandising and tradeshows) initiatives. Digital Strategy Website - Add content to our branded websites reflecting the award, adding the Sourcewell logo in high-traffic locations. - Create Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize our websites with key words and updated metadata as needed to increase our search response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog- en.aebi-schmidt.com/) Email marketing Executive email campaign for all municipality/government sales contacts in CRM - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing page/data capture form - Emails highlighting distributor information and products performing well on contract - Add Sourcewell logo on pre & post trade show email campaigns Social - Celebrate and promote Sourcewell award through organic and paid posts on social media channels: Facebook, LinkedIn, Instagram - Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands. Traditional Strategy Trade Journal Advertising / Literature - Use of Sourcewell logo in trade magazine advertisements - Update literature to include the Sourcewell logo Public Relations - Press release and media relations follow-up announcing the award - Blog post with award announcement on Aebi Schmidt website - Additional blog posts with “how to” and “best practice” information regarding the contract Trade Shows - Include Sourcewell logo on signage at tradeshows - Support trade shows with pre-show mailers, emails, and other digital promotion including social posts – that include the Sourcewell logo We will also ask to work with our Sourcewell representative to schedule training sessions with our sales team. We want to partner closely with Sourcewell to promote the program across our network. Attached in the document section will be an examples of literature with the Sourcewell logo. https://www.m-bco.com/ https://www.aebi-schmidt.com/en/ https://www.aebi-schmidt.com/en/products-solutions/products/?brand=mb

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Aebi Schmidt North America is supported with strong digital marketing strategies executed through our website, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies. Key strategies and initiatives are detailed below. Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. We believe that offering value-added content geared to educating our prospects and customers on relevant topics will help them perform their jobs better and endear them to our brands. The cookie-obtained data we gather via these efforts helps us to understand the needs of our end users, which leads to product innovation and timely marketing. We also intend to use content marketing in support of our dealer network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of our content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action. Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving our performance and ranking on leading search engines by optimizing our site (SEO) for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., we have seen improvements in our organic results. Once awarded, we plan to modify our search engine strategies in support of the Sourcewell award, thereby making it easier for your stakeholders to find the products and services they seek. Digital Display, Search and Banner Advertising -- On a limited basis, we use digital display and search advertising to help create awareness of products and special promotions. We perform in-depth keyword search analytics and develop ad targeting to best reach audience segments at the optimum cost or bid. We also seek web-based affiliations with sites that offer advertising space and are relevant to our end user segments. Social Media -- We leverage our presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. We post organic content regularly and run strategic paid social campaigns with highly targeted segmentation. Our social media channels also represent a means for our customers and prospects to engage with us in two-way dialog. We answer all questions posted on our social channels and we view social media as an extension of our customer service efforts. On our YouTube channel we have many training and product videos for customers to view.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell will continue to build equity in the brand and we will help it do so. Our intentions would be to leverage your efforts and build upon them by strongly associating our products, brands and dealer networks with the Sourcewell brand. The Sourcewell awarded contract will become a fundamental message within our sales process. Many of our selling aids (PowerPoints, literature, catalogs, etc.) will be flagged with the Sourcewell brand and our sales force and authorized dealer network will be trained to use the Sourcewell contract as a primary selling tool. Our sales team is excited to offer the Sourcewell contract to our customers!	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The www.m-bco.com website has a customer login area of the portal where a customer is able to place an order and able to order specific parts. The portal generates an email that goes to customer service to enter the order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer operator and mechanic training. Typical startup training is1 day, but can be extended to meet the customer needs. At startup, the technician goes over the complete machine, pointing out each system to familiarize the operators with the functions. Initial startup training is included with every purchase. Additional training can be added and is included in the pricing documents.	*
40	Describe any technological advances that your proposed products or services offer.	We are offering an all electric street sweeper. The eSwingo 200+ is a second generation all electric sweeper that has a long up to 10 hour battery life that can provide the same sweeping performance of its diesel counterparts. This is one of only a few sweepers in the market that are all electric and provides cities with the opportunity to have a complete carbon neutral unit. The battery life is capable of at least 5000 charging cycles which equates to about a 10 year battery life.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Aebi Schmidt Group is committed to going "green". The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters. Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container) All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30% Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules. Pictures of our waste containers included in documents section.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The eSwingo 200+ is certified with the highest level PM10 4-star and PM 2.5. The certificate is considered a quality standard throughout Europe with four stars in the PM10 test for the highest level of air pollution control, along with the best possible absorption performance with PM 2.5. The unit is 100% electric and will save it's owner up to 85% on energy costs and 70% on maintenance costs. Certification certificate included in the documents section.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent. Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The offering of an all electric 2.6 cubic yard sweeper. This sweeper will allow the entity an option to get away from the usual diesel options and help these entities reach their carbon neutral plans. Many municipalities are searching for options in their fleet to decrease their carbon footprint and we are able to offer that with this machine. Brochure for unit attached in documents.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	The warranty covers all Aebi Schmidt manufactured products. The chassis is covered by the specific manufacturer's warranty. We will help to work with the chassis manufacturer on your claims to ensure all warranty items are taken care of. Our warranty disclosures are included in the document section along with the claim form.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no usage restrictions or other limitations that adversely affect the coverage. Standard warranties 1 year depending on the product with no restrictions on usage in that year. Warranty documents included in document section.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes the warranty coverage would cover the technicians travel, time, and other expenses if it is necessary for the technician to be onsite for repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no regions in the United States or Canada where we are unable provide a technician to perform repairs. We have technicians that work remotely across the United States including Alaska and two located in Canada.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The chassis warranty is covered by the respective manufacturers. We will cover the other parts that are included in the manufacturing of Aebi Schmidt units.	*
50	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) of Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.	*
51	Describe any service contract options for the items included in your proposal.	All service contracts are tailored to the needs of the customer. They can vary from extended factory warranties to pre or postseason conditioning of the equipment or winterizing for storage. All customers are different and the packages are created to fit the customers needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Standard terms are net 20 days, but for our Sourcewell customers we extend the payment terms to Net 30 days. We accept payment via wire transfer or check. We can also accept credit cards for parts orders under $10,000.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We will use a build sheet to select all options and to price out the entire unit for contract (sample in documents section). We also have standard terms and conditions. Form is included in the documents section.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for orders up to $10,000 with no additional fees. All machines offered in this proposal are more expensive than any credit card or p-card can handle. Most often these type of units are put out to bid and purchased via a P.O. and paid for through a check or wire transfer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing documents are attached in the documents section. We are offering our standard list pricing with Sourcewell customers receiving a 10% discount from that price.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell customer discount is 10% off of list price on all whole goods and after sales products.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 3% discount is offered when multiple units are ordered on the same purchase order.	*
59	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Aebi Schmidt will provide a quote to the customer for special or non standard options.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Due to the extreme uncertainty of freight cost in the market currently due to the COVID 19 pandemic, freight will be an additional cost and quoted at time of project build or pricing is done	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted striping equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. Customer pick up and drive away is an option as well.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required with the exception of the eSwingo all electric vehicle due to the lithium ion battery.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is better than is typically offered on state contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group, will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our sales people which will be installed into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sale targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPI's) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales". Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPI's for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aebi Schmidt North America proposes to pay Sourcewell a 2% fee on all sales to Sourcewell members	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Product brochures and specifications are included in the documents section Street King 660 - is a truck mounted vacuum sweeper with a large 9.2 cubic yard hopper. The sweeper can be mounted on any truck type and has the largest load capacity in the category. AS660 - is a truck mounted vacuum sweeper with a large 9.2 cubic yard hopper. The sweeper can be mounted on any truck type and has the largest load capacity in the category. This sweeper also has a rear suction attachment in place of the wander hose to be used on airfield for glycol and liquid clean up AS990 - this large Airport vacuum has a 12.4 cubic yard hopper that can service all service and traffic areas of an airport. Great for cleaning FOD as well as liquids and surface water. eSwingo 200+ - this is a compact all electric vacuum sweeper. This 2.6 cubic yard sweeper with 10 hour battery life has the capacity to work an entire shift. A sweeper with no loss in performance from its diesel counterparts.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	Electric Street Sweepers, Vacuum Street Sweepers, Chassis Mounted Street Sweepers, Airport Sweeper, Sidewalk Sweepers, Chassis mounted sweepers, alternative fuel sweepers	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	(•) Yes ( ) No	Street King 660, eSwingo 200+	*
71	Runway sweeping and cleaning equipment	(•) Yes ( ) No	AS660, AS990, Street King 660, eSwingo 200+	*
72	Litter, trash, and debris vacuums	(•) Yes ( ) No	Street King 660. eSwingo 200+	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	(•) Yes ( ) No	Parts for all of our products are available	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing and Product Information.zip - Wednesday September 29, 2021 16:04:04
- Financial Strength and Stability - Financial strength.zip - Tuesday September 28, 2021 20:07:57
- Marketing Plan/Samples - Marketing Plan.zip - Tuesday September 28, 2021 20:08:18
- WMBE/MBE/SBE or Related Certificates - WMBE - MBE - etc.zip - Tuesday September 28, 2021 20:08:29
- Warranty Information - Warranty.zip - Tuesday September 28, 2021 20:08:38
- Standard Transaction Document Samples - Standard Terms.zip - Wednesday September 29, 2021 16:03:02
- Upload Additional Document - Addtional Documents.zip - Tuesday September 28, 2021 20:09:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steffen S Schewerda, CEO - North America, ASH North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

Aebi Schmidt North America 093021-AEB

Pricing for contract #093021-AEB is provided at 10% off standard list price to Sourcewell participating agencies.

Volume Discount: An additional 3% discount is offered when multiple units are ordered on the same purchase order.

M-B Companies, Inc.
Airport Maintenance Products Div
201 MB Lane
Chilton, WI 53014

Phone 800 558 5800
Fax 920 849 2629
www.m-bco.com

May 28, 2025

Sante Fe Regional Airport
Allan Mantle
121 Aviation Dr.
Sante Fe, NM 87507

Dear Santa Fe Team,

M-B Companies, Inc. is pleased to quote to the Santa Fe Regional Airport an MB3 Front Mount Dedicated Broom unit. Unit will be purchased and built-in accordance the options you selected utilizing the M-B Companies Sourcewell Contract 111522 and relevant SRE pricing sheet including discounts (see attached).

MB3 Front Mount Dedicated Broom w/24' plow
Net Price: $ 865,840.47

Terms and Conditions

- Shipping: F.O.B. Santa Fe, NM.
- Payment: Pricing listed includes volume discount.
- Term: Net 20
- Pricing does not include any applicable taxes.
- Delivery is approximately 500 days after receipt of order.
- Warranty: chassis 1-year, engines 2-years, and transmission 3-years.
- Onsite training included (operators and mechanics), not to exceed 4 days, if multiple shifts need training please advise in advance so we can plan for that during deliveries.
- Quote good until 9/30/2025
- Units will include a minimum of 8 hours operational time prior to delivery.
- Factory tour and unit inspections are available and encouraged. Please Contact Jessie Carr to help coordinate dates and suggested airports/hotels etc. Please note, this is at the airports expense.

Thank you for this opportunity, if you have any questions please contact myself at 920-242-4134 or email at jessie.carr@aebi-schmidt.com

Respectfully,

Jessie Carr

Jessie Carr
Regional Sales Manager
M-B Companies, Inc.

MB3 Broom Governing Body Packet

Final Audit Report 2025-06-03

Created:	2025-05-29
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGoJGBljLMvwS9EGrELzbRyQ7Dqj4cJ1b

"MB3 Broom Governing Body Packet" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-05-29 - 7:52:55 PM GMT- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-05-29 - 7:57:12 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-05-29 - 7:57:58 PM GMT- IP address: 104.47.65.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-05-29 - 8:00:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-05-29 - 8:00:33 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-05-29 - 8:00:38 PM GMT- IP address: 20.159.64.138

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-29 - 10:05:41 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-29 - 10:06:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-29 - 10:07:02 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-05-30 - 5:44:25 AM GMT- IP address: 98.97.114.115

Powered by Adobe Acrobat Sign

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2025-06-03 - 6:16:48 PM GMT- IP address: 73.228.7.52

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2025-06-03 - 7:47:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-03 - 7:47:54 PM GMT

CITY OF SANTA FE

Memorandum

Date: June 4, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee

From: Regina Wheeler, Public Works Director RW

RE: Establishing Santa Fe as a Vision Zero

SUMMARY:

The purpose of the proposed resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take actions that support the Vision Zero Goals on improved traffic safety and reduction in deaths and injuries due to traffic accidents and collisions. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all. The resolution would direct the City Manager to work with City staff to complete the following Vision Zero strategies:

- Impropriate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycle and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe Metropolitan Planning Organization's Local Road Safety Plan (2022), and the Complete Streets Design Standards.
- Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
- Apply the Safe System Approach in designing the City of Santa Fe's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of mistake low.

Making streets safer for all users has been a focus of the Public Works Department's Complete Streets Division and the Santa Fe Metropolitan Planning Organization, and establishing the City as a Vision Zero participant would build upon what the City has worked to accomplish. Several projects that increase safety have been implemented in the City, including utilizing high-visibility crosswalk markings, adding leading pedestrian intervals to signal timing to allow pedestrians to enter a crosswalk before turning vehicles begin to move, reconfiguring intersections, narrowing traffic lanes to slow traffic, and many other methods. These improvements have been funded through operating budget, legislative appropriations, federal funding, and impact fees.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE

Memorandum

Date: 6/4/2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee

From: Romella Glorioso-Moss, Public Works Projects Administrator

Via: Regina Wheeler, Public Works Director

RE: Establishing Santa Fe as a Vision Zero

SUMMARY:

The purpose of the proposed resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take actions that support the Vision Zero Goals on improved traffic safety and reduction in deaths and injuries due to traffic accidents and collisions. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all. The resolution would direct the City Manager to work with City staff to complete the following Vision Zero strategies:

- Impropriate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycle and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe Metropolitan Planning Organization's Local Road Safety Plan (2022), and the Complete Streets Design Standards.
- Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
- Apply the Safe System Approach in designing the City of Santa Fe's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of mistake low.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber Councilor Michael Garcia

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE AS A VISION ZERO CITY AND DIRECTING THE CITY MANAGER TO TAKE ACTION IN SUPPORT OF THE VISION ZERO GOAL.

WHEREAS, vehicular fatalities and serious injuries are unacceptable and most are preventable; and

WHEREAS, in 2022 the National Traffic Safety Administration reported that out of five million, nine hundred thirty thousand, four hundred ninety-six (5,930,496) nationwide police-reported crashes, forty-two thousand, five hundred fourteen (42,514) resulted in fatalities while two million, three hundred eighty-two thousand, seven hundred seventy-one (2,382,771) resulted in serious injuries; and

WHEREAS, of the forty-two thousand, five hundred fourteen (42,514) fatalities in 2022, eleven thousand, three hundred (11,300) were unrestrained motor vehicle occupants, thirteen thousand, five hundred (13,500) were alcohol-impaired driving related, and twelve thousand, one hundred fifty (12,150) were speed related – all preventable crashes; and

WHEREAS, according to a New Mexico Department of Transportation ("NMDOT")

press release from October of 2024, New Mexico has had the highest number of pedestrian fatalities per capita rate in the nation since 2016; and

WHEREAS, the NMDOT annual report from 2022 establishes the following statistics:

- fatalities in New Mexico have increased by nineteen percent (19%) from 2018 to 2022; and
- from 2018 to 2022, for state roads, Santa Fe has four (4) of the top ten (10) "high incident intersections" for pedestrian crashes and two (2) of the top ten (10) for fatal crashes; and
- New Mexico's traffic fatality rate of 1.73 per one hundred thousand (100,000) people in 2022 was higher than the national average of 1.33 per one hundred thousand (100,000) people; and

WHEREAS, the Santa Fe New Mexican published the following information from NMDOT about Santa Fe intersections:

- the most dangerous areas for pedestrian crashes in Santa Fe are along the intersections on Cerrillos Road, including, in order, Camino Carlos Rey, Zafarano Drive, St. Michael's Drive, and Siler Road;
- Cerrillos Road is also the location of the three (3) top ten (10) intersections for fatal crashes, including, in order, Richards Avenue, Camino Carlos Rey, and Zafarano Drive; and

WHEREAS, "Vision Zero" is a strategy to reduce all traffic fatalities and severe traffic and vehicle related injuries, while increasing safe, healthy, and equitable mobility for all; and

WHEREAS, the Vision Zero strategy was first adopted in Sweden in 1997; and

WHEREAS, since the implementation of Vision Zero in Sweden in 1997, the national government of Sweden has reported that traffic fatalities have been cut in half; and

WHEREAS, Vision Zero has spread around the world since its first adoption in 1997,

including twenty (20) cities in the United States of America; and

WHEREAS, in 2021, the Federal Highway Administration adopted the Vision Zero strategy; and

WHEREAS, the Bicycling and Pedestrian Advisory Committee Strategic Plan recommends that the City of Santa Fe ("City") "advocate for Vision Zero as a City policy"; and

WHEREAS, the Governing Body believes that adopting Vision Zero as a strategy will promote safe mobility in Santa Fe; and

WHEREAS, reaching zero (0) deaths requires the implementation of a "Safe System" approach, which is founded on six (6) principles: deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial; and

WHEREAS, according to the United States Department of Transportation Federal Highway Administration, the Safe Systems Approach is a multi-layered implementation model that is necessary for a Vision Zero model to be successful in the United States; and

WHEREAS, in 2024, NMDOT launched the "Target ZeroNM" initiative, with the goal of coordinating all transportation safety work currently underway in New Mexico and sharpening NMDOT's focus on safety; and

WHEREAS, Target ZeroNM envisions a transportation system where every journey by car is completed safely, with zero driving related deaths in New Mexico by 2050.

WHEREAS, the City, in cooperation with the Santa Fe Metropolitan Planning Organization ("MPO"), has, for the past five (5) years, focused exclusively on road safety and adheres to the NMDOT's goal to implement ZeroNM through the following principles:

- Completion of the Agua Fria Corridor Study that targets reducing speed and increasing safety through the corridor.
- New transportation data platform investments that include speed, crash, volume,

and reliability data that are now easily transformed into policy information supporting strategies and policies intended to increase safety for all users.

- Completion of the Multimodal Transition Plan with the specific intent to increase safety for all users.
- Completion of the Santa Fe Neighborhood Street Safety Study where an innovative "Comparative Analysis" matching community-identified concerns, existing data and analysis that translates into implementable safety strategies.
- Participation in a Cerrillos Road - Safety Audit sponsored by NMDOT that targets specific infrastructure modifications for the purpose of slowing speeds and increasing safety.
- A new commitment to the critical analysis of all future re-paving and subsequent re-striping projects to seek opportunities to reduce lane widths, lower speeds, enhance bicycle facilities and pedestrian crossing for increase safety.
- The recalibration of traffic signals to include leading pedestrian intervals.
- Completion of the Santa Fe MPO Local Road Safety Plan detailing specific countermeasures, infrastructure improvements and planning considerations targeting "High Injury Networks".
- Completion of the City Transportation Impact Assessment Guidelines that focus on levels of service for all users, support infrastructure needs that slows traffic, and includes a level of stress analysis for pedestrians and bicyclists; and

WHEREAS, the principles from the MPO Local Road Safety Plan outlined above are part of the MPO's initiative to adhere to NMDOT's desire to implement the zero deaths vision, which is the U.S Department of Transportation Federal Highway Administration's rendition of Vision Zero.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that the

Governing Body hereby honors and supports the adoption of a Vision Zero strategy to significantly reduce traffic fatalities and serious injuries by 2050.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to work with staff to complete the following actions in support of the Vision Zero goal:

1) Incorporate Vision Zero principles into the implementation of all relevant plans and policies, including but not limited to the Bicycling and Pedestrian Advisory Committee's Strategic Plan for Fiscal Year 2023-2033, Santa Fe MPO Local Road Safety Plan (2022), and Complete Streets Resolution No. 2022-46.
2) Prioritize safety measures that place human safety first and foremost in road and street system investment decisions.
3) Apply the Safe System approach in designing the City's roadway system which involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of a mistake low; and increasing the chances that when a mistake leads to a crash, the impact on the human body doesn't result in a fatality or serious injury. Road design and management should encourage safe speeds and appropriate pre-crash angles to reduce injury severity.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 6, 2025 16:26 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10678.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing Santa Fe as a Vision Zero City

Sponsor(s): Mayor Alan Webber and Councilor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 5/20/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry **Date:** 06/11/2025
Erin McSherry (Jun 11, 2025 11:01 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/11/2025

Summary:
The purpose of this Resolution is to establish the City of Santa Fe ("City") as a "Vision Zero" city, and to direct the City Manager to take requisite actions that support the Vision Zero goal. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic-related injuries while increasing safety, health, and equitable mobility for all.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not adopt the Vision Zero strategy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The proposed resolution directs the City Manager to work with staff to incorporate strategies that support the Vision Zero Goal or significantly reduce all traffic fatalities and severe traffic and vehicle related injuries.

Fiscal Implications:
While there is no immediate fiscal impact of this resolution, funding will likely be needed to implement Vision Zero solutions as they are identified by the City Manager and City staff.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Jun 11, 2025 13:10 MDT)

Email: rawheeler@santafenm.gov

FIR No. 10678.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing Santa Fe as a Vision Zero City

Sponsor(s): Mayor Alan Webber and Councilor Michael Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 5/20/2025 **Phone:** (505) 955-6623

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (Jun 6, 2025 16:26 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/06/2025

Summary:
The purpose of this Resolution is to establish the City of Santa Fe ("City") as a Vision Zero city, and to direct the City Manager to take requisite actions that support the Vision Zero goal. The purpose of Vision Zero is to implement policies and regulations that significantly reduce traffic fatalities and traffic related injuries while increasing safety, health, and equitable mobility for all.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not adopt the Vision Zero strategy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The proposed resolution directs the City Manager to work with staff to incorporate strategies that support the Vision Zero Goal or significantly reduce all traffic fatalities and severe traffic and vehicle related injuries.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

FINANCE

DATE: May 21 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director EKO

ITEM AND ISSUE:

The resolution approves budget amendments and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending March 31, 2025 (Third Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and that exclude permitted unspent budget amounts for capital projects and grant-funded projects from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (F): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000 for capital

projects and grant-funded projects), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous two sections (A-B). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $75,525,982 and a net increase to the overall revenue budget of $39,144,464. The resulting net expenditure increase of $36,381,518 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, a Third Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Third Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jun 4, 2025 11:22 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2025/Resolutions/ FY25 Third Quarter Budget Amendments

EXHIBIT A

CITY OF SANTA FE

3rd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	$ 3,088,000	$ -	$ (3,088,000)
100	General Fund	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	-	(2,000,000)
100	General Fund	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	-	(1,646,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	780,000	780,000	-
100	General Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	1,266,043	1,266,043	-
100	General Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	1,252,850	174,850	(1,078,000)
100	General Fund	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to fund purchases of equipment and contracted software/services for automated traffic enforcement, evidence analysis, fingerprint scanners, and narcotics testing equipment in the Police Department *[CC apvd. 2/26/25, #9-s]*	837,000	-	(837,000)
100	General Fund	Appropriation from available balance to fund purchase of ambulance gurneys and stair chairs, fire hose and nozzles, and mobile high speed internet *[CC apvd. 2/26/2025, #9-c]*	775,000	-	(775,000)
100	General Fund	Appropriation of prior year GRT revenue earned in excess of budgeted estimates to cover increased costs in the Inmate Confinement contract through the remainder of FY25 *[CC apvd. 1/9/25, #8-a]*	600,000	-	(600,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	550,000	-
100	General Fund	Appropriations from available balance to fund purchase and installation of thermal video surveilance system at McClure Dam, and development of a Continuity of Operations Plan *[CC apvd. 2/26/25*, #9-e]	491,110	251,110	(240,000)
100	General Fund	Appropriation of available balance for capital outlay deployment oversight and project management *[CC apvd. 2/26/25, #9-m]*	400,000	-	(400,000)
100	General Fund	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	-	(300,000)
100	General Fund	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	-	(300,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
100	General Fund	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	-	(290,000)
100	General Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	270,000	-
100	General Fund	Appropriation from available balance to fund temporary staffing for the afterschool and summer youth programs *[CC apvd. 2/26/25, #9-k]*	200,000	-	(200,000)
100	General Fund	Appropriation from available balance for contracted employment law attorney services to assist in reviewing the City's administrative policies and personnel rules, regulations, and policies *[CC apvd. 2/26/25, #9-o]*	150,000	-	(150,000)
100	General Fund	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	-	(135,000)
100	General Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	120,000	-
100	General Fund	Appropriation from available balance to fund installation of security cameras at Fort Marcy *[CC apvd. 2/26/25, #9-f]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance to fund overtime costs and contract temporary positions to support the Office of Records custodians *[CC apvd. 2/26/25, #9-l]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for consultant experts to evaluate options for Soldiers' Monument *[CC apvd. 2/26/25, #9-ff]*	100,000	-	(100,000)
100	General Fund	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	-	(70,000)
100	General Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	40,000	40,000	-
212	Economic Development	Appropriation from available balance to fund term/temporary staffing, small business crime mitigation and security grants, small business development support, workforce development support, and annual office rental space costs paid by Economic Development *[CC apvd. 2/26/25, #9-r]*	1,646,000	1,646,000	-
212	Economic Development	Appropriation of NM Economic Development Dept. grant to support the Parting Stones LEDA project *[CC apvd. 2/12/25, #9-n]*	150,000	150,000	-
212	Economic Development	Appropriation from available General Fund balance for Midtown redevelopment project management services, and administrative/management support for the Metropolitan Redevelopment Agency *[CC apvd. 2/26/25, #9-p]*	135,000	135,000	-
213	Lodgers' Tax Fund	Appropriation from available balance for the resources, computer upgrades and consulting services for various devleopment, building, and planning projects *[CC apvd. 2/26/25, #9-gg]*	174,850	-	(174,850)
216	Gross Receipts Tax Fund	Appropriation from available balance for replacement of the stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	-	(1,500,000)
216	Gross Receipts Tax Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	585,442	585,442	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
216	Gross Receipts Tax Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	320,000	-	(320,000)
216	Gross Receipts Tax Fund	Appropriation from available 1/2% GRT fund balance for enhanced weed control and medians maintenance *[CC apvd. 2/26/25, #9-y]*	270,000	-	(270,000)
216	Gross Receipts Tax Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	500,000	-	(500,000)
216	Gross Receipts Tax Fund	Appropriation from available GRT balance for fiscal agent fees payable to the North Central New Mexico Economic Development as mandated by NM Department of Finance and Administration *[CC apvd. 2/26/25, #9-cc]*	120,000	-	(120,000)
221	Emergency Services	Appropriation of NM DOJ grant for the purchase of new Alternative Response vehicles and computer hardware for mobile integrated health *[CC apvd. 1/15/25, #10-l]*	300,000	300,000	-
221	Emergency Services	Appropriation of DFA grant to purchase oudated/depreciated Self Contained Breathing Apparatuses *[CC apvd. 1/15/25, #10-k]*	250,000	250,000	-
223	Law Enforcement	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
231	City Drainage Fund	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	293,534	-
232	Impact Fees Fund	Allocation of fire impact fees for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,100,000	-	(1,100,000)
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	-	(933,000)
232	Impact Fees Fund	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	23,184	-	(23,184)
240	Community Development	Appropriation from available balance for various community health, safety, and success programs and resources, and project management and engineering *[CC apvd. 2/26/25, #9-hh]*	3,438,000	3,438,000	-
240	Community Development	Re-appropriation of unspent prior year budget to fund planning and development fpr alternative non-congregate shelter options *[CC apvd. 1/29/25, #11-b]*	2,000,000	2,000,000	-
240	Community Development	Appropriation of NM DFA grant funding for the Lamplighter Inn Homeless Shelter conversion project *[CC apvd. 1/29/25, #10-d]*	844,470	844,470	-
255	QOL - Parks Trails & Watershed	Allocation of NM DOT grant funding for litter control via the Que Linda Beautification Program *[CC apvd. 1/29/25, #10-i]*	95,000	95,000	-
256	Recreation Fund	Transfer of funding for the Temporary Summer Youth Program positions from GCCC to Recreation *[CC apvd. 2/26/25, # 9-k]*	200,000	200,000	-
260	SF Film Office	Allocation of City and SF County shares of funding for the Santa Fe Fillm Office *[CC apvd. 1/29/25, #10-e]*	371,744	583,188	211,444
260	SF Film Office	Appropriation from available balance for City contribution to the construction of ncesseary infrastructure to develop a full-service film backlot facility, and leased office space for the Santa Fe Film Office *[CC apvd. 2/26/25, #9-q]*	290,000	290,000	-
320	CIP Facilities	Appropriations from various fund balances for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	1,750,000	1,750,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Appropriation from available GRT fund balance for replacement of stucco at the GCCC *[CC apvd. 2/26/25, #9-t]*	1,500,000	1,500,000	-
320	CIP Facilities	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA-required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	400,000	-
320	CIP Facilities	Appropriation from available balance for removal of underground storage tanks at the Siler Road fuel station, soil testing, and backfill/compaction and blacktop cover *[CC apvd. 2/26/25, #9-n]*	300,000	300,000	-
320	CIP Facilities	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	200,000	-
320	CIP Facilities	Appropriation of NM DFA grant for the Municipal Court improvements project *[CC apvd. 2/12/25, #9-m]*	29,843	29,843	-
330	CIP Streets & Roadways	Allocation of one time funding from operating budget to fund the Citywide Sidewalk Improvement program *[CC apvd. 3/12/25, #9-c]*	1,000,000	1,000,000	-
330	CIP Streets & Roadways	Allocation of roads impact fees for the Agua Fria/S. Meadows Intersection CIP Project *[CC apvd. 2/12/2025, #10-a]*	933,000	933,000	-
330	CIP Streets & Roadways	Appropriation of one-time funding for the St. Michael's intersection improvements project *[CC apvd. 1/29/25, #10-n]*	200,000	200,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant for traffic signal improvements to the Santa Fe Rail Trail *[CC apvd. 2/26/25, #9-pp]*	92,737	92,737	-
345	CIP Community Development	Appropriation of NM DFA grant to fund Kitchen Angels Homebound Meals program, and renovations to the facility *[CC apvd. 2/12/25, #9-j, k, & l]*	496,000	496,000	-
350	CIP Arts and Culture	Allocation of DFA grant to plan, design, and construct accessibility improvements at El Museo *[CC apvd. 1/15/25, #10-f & #10-h]*	300,681	300,681	-
350	CIP Arts and Culture	Appropriation from NM DFA grant to fund upgrades to El Museo *[CC apvd. 2/12/25, #9-b]*	207,900	207,900	-
355	CIP Parks and Trails	Appropriation from NM DFA grant to equip Los Prados park *[CC apvd. 3/12/25, #9-n]*	438,000	438,000	-
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for improvements to the W. Alameda culvert between Siler Rd. and Nix Lane, and various equipment/vehicle replacements *[CC apvd. 2/26/25, #9-x]*	1,010,000	-	(1,010,000)
365	½% GRT Income Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	780,588	780,588	-
365	½% GRT Income Fund	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	680,000	-	(680,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT fund balance for replacement of a truck used in maintaining storm water drains and culverts along City-maintained streets *[CC apvd. 2/26/25, #9-u]*	550,000	-	(550,000)
365	½% GRT Income Fund	Appropriation from available 1/2% GRT balance for parking lot repairs and ADA required repairs of the Southside and LaFarge libraries *[CC apvd. 2/26/25, #9-v]*	400,000	-	(400,000)
365	½% GRT Income Fund	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	-	(280,000)
365	½% GRT Income Fund	Appropriation from available balance for Micro Community project management and engineering *[CC apvd. 2/26/25, #9-hh]*	350,000	-	(350,000)
365	½% GRT Income Fund	Appropriation from available balance to purchase 16 anti-vehicle ramming barriers for City event safety *[CC apvd. 2/26/25, #9-e]*	251,110	-	(251,110)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
365	½% GRT Income Fund	Appropriation from available balance for repairs to the Convention Center bell tower elevators *[CC apvd. 2/26/25, #9-w]*	200,000	-	(200,000)
365	½% GRT Income Fund	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	150,000	-	(150,000)
365	½% GRT Income Fund	Appropriation from available balance for the construction of equipment storage and training facilities at Fire Station 5A *[CC apvd. 2/26/25, #9-d]*	150,000	-	(150,000)
400	Debt Service Fund	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	19,707	19,707	-
500	Waste Water Management	Appropriation from available balance to fund on-call CIP construction services *[CC apvd. 1/15/25, #10-c]*	4,109,145	-	(4,109,145)
500	Waste Water Management	Appropriation from available balance to fund continued environmental and ecological services for the Paseo Real Wastewater treatment plant *[CC apvd. 3/12/25, #9-f]*	2,094,285	-	(2,094,285)
500	Waste Water Management	Appropriation from available balance to fund various Waste Wate CIP projects *[CC apvd. 2/26/25, #9-ll]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd. 2/26/25 #9-mm]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund on-call electrical services *[CC apvd.3/26/25, #9-e]*	649,125	-	(649,125)
500	Waste Water Management	Appropriation from available balance to fund design and construction of the Jemez Road sewer line *[CC apvd. 1/29/25, #10-m]*	400,000	400,000	-
500	Waste Water Management	Appropriation from available balance to fund ongoing equipment rental services *[CC apvd. 3/26/25, #9-h]*	249,984	-	(249,984)
500	Waste Water Management	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	111,228	-	(111,228)
500	Waste Water Management	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	7,191	7,191	-
505	Water Management	Appropriation of Santa Fe River donations collected from utility bill payments for improvements to the Santa Fe River *[CC apvd. 1/29/25, #10-j]*	293,534	-	(293,534)
505	Water Management	Allocation of Public Works on-call engineering services funds for water-related engineering services *[CC apvd. 1/15/25, #10-q]*	183,874	-	(183,874)
510	Environmental Services	Allocation of GRT and Property Tax administration fees omitted from the FY25 budget in error *[CC apvd. 1/15/25, #10-x]*	97,574	97,574	-
511	Utilities Administration	Appropriations from various funds to support purhcase of asset management software and implementation services *[CC apvd. 1/29/25, #10-l]*	495,629	435,702	(59,927)
511	Utilities Administration	Appropriation from available balance to fund temporary staffing needs *[CC apvd. 3/26/25, #9-i]*	150,000	-	(150,000)
511	Utilities Administration	Appropriation to cover credit card fees for utility payments *[CC apvd. 3/12/25, #9-l]*	120,000	-	(120,000)
515	Railyard Properties	Appropriation of available Railyard funds for deferred safety/maintenance projects at the Railyard *[CC apvd. 2/26/2025, #9-b]*	750,000	-	(750,000)
515	Railyard Properties	Appropriation of NM DFA grant to plan, design, construct, and upgrade and improve heating, ventilation, and air conditioning systems and electrical infrastructure *[CC apvd. 1/15/25, #10-g]*	100,000	100,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
530	Municipal Recreation Complex	Appropriation of available GRT and 1/2% GRT fund balance to make repairs to Marty Sanchez golf course pond to comply with state and federal regulations *[CC apvd. 2/26/25, #9-dd]*	1,000,000	1,000,000	-
545	Airport	Appropriation of NM DOT grant to plan, design and construct a road from NM Hwy 599 to the Airport *[CC apvd. 9/26/25, #9-z]*	4,500,000	4,500,000	-
545	Airport	Appropriation of NM DFA grant to plan, design, construct, improve, and equip phase 2 of the Santa Fe Airport expansion *[CC apvd. 2/12/25, #9-f]*	1,980,000	1,980,000	-
545	Airport	Appropriation of NM DOT grant to fund the Airport Terminal Apron reconstruction project *[CC apvd. 1/29/25, #10-g, -h]*	1,972,137	1,774,923	(197,214)
545	Airport	Adjustment to re-budget remaining portion of US DOT/FAA grant to fund grant & TSA compliance, runway lighting repairs, de-icing items, ARFF truck rental, new equipment and various construction projects *[CC apvd. 1/15/25, #10-v]*	1,570,927	1,570,927	-
545	Airport	Adjustment to re-budget remaining FY24 balance to repair hangar doors *[CC apvd. 1/15/25, #10-j]*	286,560	-	(286,560)
550	Genoveva Chavez Community Ctr	Appropriation from available GRT fund balance for various repairs and maintenance projects at the GCCC *[CC apvd. 2/26/25, #9-g, -h, -l, -j]*	280,000	280,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance to for replacement of aquatic systems at the Forty Marcy, Salvador Perez, Bicentennial, and GCCC pools *[CC apvd. 2/26/25, #9-ee]*	110,000	110,000	-
550	Genoveva Chavez Community Ctr	Appropriation from available balance for assessment of GCCC aquatic deferred maintenance *[CC apvd. 2/26/25, #9-j]*	70,000	70,000	-
620	Services to Other Departments	Appropriation from available General Fund balance for non-public safety radio upgrades to allow for connectivity to the State radio systen *[CC apvd. 2/26/25, #9-bb]*	1,000,000	1,000,000	-
620	Services to Other Departments	Appropriation from available balance to the City Attorney's office for hardware and licensing to enable compliance with legal storage requierements for IPRA requests *[CC apvd. 2/26/25, #9-kk]*	300,000	300,000	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 69,257,427***	***$ 36,544,601***	***$ (32,712,826)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [B]

AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) , (B), AND (F)

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Adjustment to re-budget unspent FY24 budget for site planning and development fro alternative non-congregate shelter options	$ 2,000,000	$ -	$ (2,000,000)
100	General Fund	Appropriation from available balance to enhance the Office of Affordable Housing's communication and outreach efforts	60,000	-	(60,000)
100	General Fund	Appropriation from available balance to fund temporary staffing to support special projects related to homelessness, housing, and community services	60,000	-	(60,000)
100	General Fund	Appropriation from available balance for Indigov Constituent Services system implementation	55,000	-	(55,000)
100	General Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	50,000	-	(50,000)
100	General Fund	Appropriation from available 1/2% Capital GRT fund balance for repair/maintenance to the Bicentennial tot pool	40,000	40,000	-
100	General Fund	Re-appropriation of unspent prior year budget originally budgeted for new constituent services Customer Relationship Management system	40,000	-	(40,000)
100	General Fund	Appropriation from available fund balance for repairs and maintenance to the GCCC Zamboni machine, and gymnasium screen divider curtain motors	40,000	-	(40,000)
100	General Fund	Appropriation from available balance for courtroom audio upgrades	33,000	-	(33,000)
100	General Fund	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	32,765	-	(32,765)
100	General Fund	Adjustment to fund the reclassification of 2 Economic Development Specialist positions to Economic Development Specialist II	9,374	9,374	-
213	Lodgers' Tax Fund	Appropriation of a NM Dept. of Tourism grant for the Route 66 project	42,333	42,333	-
221	Emergency Services	Adjustment to re-budget remaining portion of State Fire Fund grant for Fire vehicles, supplies, training and equipment	279,131	-	(279,131)
221	Emergency Services	Allocation of NM DFA grant to fund paramedic school tuition for employees	60,000	60,000	-
221	Emergency Services	Appropriation of US DHS/EM grant for firefighter ARFF training	38,951	31,161	(7,790)
221	Emergency Services	Re-allocation of funding for Emergency Management Coordinator position from Emergency Services to General Fund	(32,765)	-	32,765
232	Impact Fees Fund	Allocation of parks impact fees for services related to the El Camino Real Academy trail connector project	-	2,773	2,773
233	Transportation Grants	Appropriation of FTA/NMHTD Section 112 and Section 5303 Grants to support MPO transportation planning activities	40,694	40,694	-
240	Community Development	Adjustment to NM Tourism Keep Santa Fe Beautiful Grant based on final award	4,695	16,695	12,000
241	Senior Citizen Grants/Programs	Appropriation of NM Aging and Long Term Services grant funding to support the Senior Volunteer Programs	(8,414)	9,120	17,534
251	Library Fund	Appropriation from available balance for the installation of security cameras at the Main and Southside Libraries	25,000	25,000	-
251	Library Fund	Adjustment to re-budget remaining portion of NM State Library Grant for purchase of Library materials, databases, and furniture for public use	20,574	20,574	-
365	½% GRT Income Fund	Appropriation from available fund balance for repair/maintenance to the Bicentennial tot pool and replacement of the GCCC ice arena compressor 3 and dehumidification unit	130,000		(130,000)
500	Waste Water Management	Appropriation from available balance to fund engineering and design plans and services	339,388	-	(339,388)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
505	Water Management	Appropriation to cover projected shortfall in operating supplies for the Water Transimission & Distribution Section	60,000	-	(60,000)
510	Environmental Services	Re-appropriation of unspent prior year budget for CIP project design of administrative offices and maintenance facility	546,690	-	(546,690)
550	Genoveva Chavez Community Ctr	Appropriation from available fund balance for replacement of the GCCC ice arena compressor 3, dehumidification unit and gymnasium screen divider curtain motors, and repairs and maintenance to the Zamboni machine	130,000	130,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	33,800	33,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Transit Division for various hardware purchases and services	22,937	22,937	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	16,902	16,902	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for computer hardware purchases and monthly service charges	12,750	12,750	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Human Resources for computer hardware purchases	9,600	9,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	7,000	7,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	6,100	6,100	-
620	Services to Other Departments	Adjustment of ITT internal service charges to City Clerk's Office for a mobile phone purchase	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for cell phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Municipal Court for tablet purchase	2,000	2,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 6,268,555***	***$ 2,599,863***	***$ (3,668,692)***

CITY OF SANTA FE

3rd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [C]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

CITY OF SANTA FE - THIRD QUARTER FY 2024/2025
SUB-SECTION [C]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 19,281,142	$ 3,501,377	$ (15,779,765)
212	Economic Development	1,931,000	1,931,000	-
213	Lodgers' Tax Fund	217,183	42,333	(174,850)
216	Gross Receipts Tax Fund	3,295,442	585,442	(2,710,000)
221	Emergency Services	895,317	641,161	(254,156)
223	Law Enforcement	63,441	63,441	-
231	City Drainage Fund	293,534	293,534	-
232	Impact Fees Fund	2,056,184	2,773	(2,053,411)
233	Transportation Grants	40,694	40,694	-
240	Community Development	8,287,165	8,299,165	12,000
241	Senior Citizen Grants/Programs	(8,414)	9,120	17,534
251	Library Fund	45,574	45,574	-
255	Quality of Life Fund	95,000	95,000	-
256	Recreation Fund	200,000	200,000	-
260	SF Film Office	661,744	873,188	211,444
320	CIP Facilities	4,179,843	4,179,843	-
330	CIP Streets & Roadways	2,225,737	2,225,737	-
345	CIP Community Development	496,000	496,000	-
350	CIP Arts and Culture	508,581	508,581	-
355	CIP Parks and Trails	438,000	438,000	-
365	½% GRT Income Fund	4,931,698	780,588	(4,151,110)
400	Debt Service Fund	19,707	19,707	-
500	Waste Water Management	9,258,596	407,191	(8,851,405)
505	Water Management	537,408	-	(537,408)
510	Environmental Services	644,264	97,574	(546,690)
511	Utilities Administration	765,629	435,702	(329,927)
515	Railyard Properties	850,000	100,000	(750,000)
530	Municipal Recreation Complex	1,000,000	1,000,000	-
545	Airport	10,309,624	9,825,850	(483,774)
550	Genoveva Chavez Community Ctr	590,000	590,000	-
620	Services to Other Departments	1,415,889	1,415,889	-
QUARTERLY TOTAL - ALL FUNDS		***$ 75,525,982***	***$ 39,144,464***	***$ (36,381,518)***

FIR No. 10686.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Third Quarter Budget Amendments, Fiscal Year 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins **Date:** 5/21/2025 **Phone:** (505) 955-6177

Reviewed by City Attorney: Erin McSherry Date: 06/04/2025
Erin McSherry (Jun 4, 2025 11:22 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The purpose of the Resolution is to approve Third Quarter FY 2025 budget adjustments and request Department of Finance Authority to approve Third Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 3rd Quarter FY 2024-25 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

CITY OF SANTA FE

Memorandum

Date: May 5, 2025

To: Governing Body, Public Works and Utilities Committee, and Finance Committee

From: Alan Hook, Water Resources Coordinator Assistant AGH

Via: Jesse Roach, Interim Public Utilities Director JR
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of Loan and Grant Funding from New Mexico Water Trust Board in the amount of $5,500,000 for the Nichols Dam Repair Project, WPF-6316

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to the Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund.

BACKGROUND:

The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

ATTACHMENTS:
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-12

INTRODUCED BY:

Mayor Alan Webber

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $5,500,000, INCLUDING A LOAN IN THE AMOUNT OF $2,200,000; EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT,

underscored material = new [~~bracketed material~~] = delete

TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 to -11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project

may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution

and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, Sections 7-24(a)11 to 7-24-(a)-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City

Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, Section 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $3,300,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the

Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $5,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for

property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, Section 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the

provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, Section 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $3,300,000 and borrowing the Loan Amount of $2,200,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $3,300,000 and the Loan shall be in the amount of $2,200,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid

principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge, and deliver the Loan/Grant Agreement with such changes, insertions, and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance

remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act,

shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 9, 2025 11:24 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Attachment A

$5,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

July 25, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated **July 25, 2025**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $2,200,000 from the Lender/Grantor and to accept a grant in the amount of $3,300,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2023 and January 22, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,300,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $5,500,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on June 11, 2025, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the Office of the State Engineer prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by

the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any

portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated

in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other

party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Susan G. Pittard, Associate Counsel

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 9, 2025 08:56 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

$5,500.000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of constructing repairs to Nichols Dam outlet conduit including sealing conduit joints, conduit lining and installing filter diaphragm around outlet conduit, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$3,300,000
Loan Amount:	$2,200,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696[, NMED Loan CWSRF 140]
Outstanding Parity Obligations:	
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted June 11, 2025
Additional Funding Amount:	$13,840,601
Closing Date:	July 25, 2025
Project Account Amount:	$5,500,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $5,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316 Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $13,840,601

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6316 **Project Name**: Nichols Dam Repair **Project Type**: Construction

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $5,500,000 **Current Balance**: $_____

Loan 40% Grant 60% Match $13,840,601

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $5,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316

Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on June 11, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate (to be executed prior to construction funding)

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

FIR No. 10674

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Acceptance of a loan and grant for $5.5 Million Dollars for Nicols Dam Repair Project

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator **Date:** 4/23/2025

Phone: (505) 955-4205

Reviewed by City Attorney: Marcos Martinez **Date:** 05/09/2025
Marcos Martinez (May 9, 2025 11:24 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
This bill would authorize the execution and delivery of both a water project fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total, combined amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund. The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize the water project funds for a total of five million five hundred thousand dollars ($5,500,000) in the form of a loan in the amount of two million, two hundred thousand dollars ($2,200,000) and a grant in the amount of three million, three hundred thousand dollars ($3,300,000). Without these funds, the City will need to utilize cash reserves, putting pressure on the water utility to raise rates, impacting water utility customers. The project is necessary for the continued operation of Nichols Dam & Reservoir and for the safety of a High Hazard Dam above the city of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution 2023-43 approved the application for Water Trust Board funding, and Resolution 2023-32 identified Project ID #33721, "Nichols Outlet Rehabilitation Project", as a City priority on its Infrastructure

Capital Improvement Plan.

Performance and Administrative Implications:
Water Division staff will submit contractor invoices for reimbursement toward construction of the Nichols Dam Repair Project. Staff will also be required to submit quarterly compliance reports on the progress of the final completion of the project within two years.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of five million, five hundred thousand dollars ($5,500,000) for the purpose of making necessary repairs to the Nichols Dam outlet conduit. These funds take the form of two agreements—a loan for two million, two hundred thousand dollars ($2,200,000) and a grant for three million, three hundred thousand dollars ($3,300,000). The loan agreement is to be paid back within twenty years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$ 2,200,000	$		NR	505	
Operating	$	$	$				$
Total:	$	$ 2,200,000	$				$ 2,200,000

Expenditure Narrative:
The loan repayment begins after closing of the loan/grant agreement in July, 2025, and repayment will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $2,200,000 portion of the loan debt.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$ 3,300,000	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Should the Governing Body adopt this resolution, the City will receive three million three-hundred thousand dollars ($3,300,000) grant funding to support water project funds toward the Nichols Dam Repair Project.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: aghook@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 15, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Emily K. Oster, Finance Director EKO

Via: Mark Scott, City Manager MS
MS

RE: General Obligation Bond Parameters

EXECUTIVE SUMMARY:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes.

The proposed bond sale was approved at the General Election held November 5, 2024 with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City.

The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Interest expense of $593,750 for FY 2026 and $1,187,500 for FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in 2031. Estimated interest expense for the full 20-year term of the bonds is approximately $17,500,000.

Approval of the proposed bill would provide the funding necessary to allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve City of Santa Fe roads and streets.

ATTACHMENTS:
Bill
FIR
Memo Attachment - Memo to City re. GO Bond Parameters Ordinance

MEMORANDUM

From: Peter Franklin, Modrall Sperling
Bond Counsel to the City of Santa Fe

To: Governing Body of the City of Santa Fe

Through: Emily K. Oster, Finance Director

Subject: Bond Parameters Ordinance authorizing the issuance of General Obligation Bonds approved at the General Election held on November 5, 2024

Date: May ___, 2025

1. Background.

The Governing Body of the City adopted Resolution No. __ on [August 14, 2024] pursuant to which it submitted the following question to be placed on the ballot at the election to be held on November 5, 2024 (the "Election"): "Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from property taxes to construct, design, equip, and improve roads and streets within the City?" At that election, a majority of the electors of the City voted in favor of the question.

Article IX, Section 12 of the Constitution of the State provides that "no city, town or village shall contract any debt except by ordinance… . " The attached ordinance authorizes the issuance and sale of the general obligation bonds approved at the Election (the "Series 2025 Bonds" or the "Bonds") by either a competitive or negotiated sale, subject to specified parameters, each as described below. The Ordinance delegates authority to the City Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The section and subsection references below refer to the corresponding sections and subsections of the Ordinance unless otherwise indicated.

2. The Ordinance.

A. Sale of the Bonds by either competitive sale or negotiated sale.

1. Competitive Sale. Section 1 authorizes the sale of the Bonds either by a competitive sale pursuant to a Notice of Sale of the Bonds to be published in the *Santa Fe New Mexican* and by other methods, including publication in financial periodicals and distribution among investment bankers of a Preliminary Official Statement in the form included with the Ordinance. Section 2 approves the forms of the Notice of Bond Sale for newspaper publication (Ordinance Exhibit A-1), and the Official Notice of Bond Sale (Ordinance Exhibit A-2) and appended to the Preliminary Official Statement.

2. Negotiated Sale. Subsection B of Section 1 provides that if, due to market conditions, the Finance Director, in consultation with the City's Municipal Advisor and Bond Counsel, deems it advisable that the Bonds be sold in a negotiated sale to an underwriter or underwriting group (the "Underwriter"), the Finance Director shall coordinate for the selection of an Underwriter and the negotiated sale of the Bonds to the Underwriter pursuant to a bond purchase agreement.

B. Delegation of authority to the Finance Director to determine final terms of the Bonds within specified parameters.

Section 3 provides for the Finance Director to execute an Award Certificate setting forth the final terms of the Bonds, which must meet the parameters and conditions listed below:

(A) The aggregate principal amount of the bonds shall not exceed $25,000,000;
(B) The net effective interest rate on the Bonds shall not exceed 10% per annum;
(C) The final maturity of the Bonds shall not be later than August 1, 2045;
(D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and
(E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

C. Summary of the other provisions of the Ordinance.

Section 4 specifies that the Bonds will be dated the date of delivery, will issued in a single series, and in denominations of $5,000 or integral multiples thereof; provides for the payment of interest beginning on February 1, 2026, and on each February and August thereafter, and shall mature on August 1 in the years 2030 through 2045; provides details regarding the registration and payment of debt service on the Bonds; provides for redemption of the Bonds maturing on and after August 1, 2036 may be redeemed at the option of the City in whole or in part on and after August 1, 2035.

Section 5 provides that the Bonds constitute general obligations of the City, payable from *ad valorem* property taxes, and that the full faith and credit of the City is irrevocably pledged to pay the principal of and interest on the Bonds.

Sections 6 through 9 provide details concerning the execution and authentication of the Bonds, the issuance and registration of the Bonds with the Depository Trust Company (the "Depository"), the payment of principal and interest on the Bonds by the Registrar/Paying Agent to the Depository, approves a form of Registrar/Paying Agent agreement with BOKF, NA and provides for the appointment of a successor Registrar/Paying agent under certain conditions. BOKF, NA has served as Registrar and Paying Agent under a separate agreement with the City for each series of publicly marketed bonds issued by the City, beginning with the City's $32,725,000 Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A. Each agreement was procured as a small purchase, based on the compensation to be paid by the City ranging from $175 to $300 as an acceptance fee, and an annual fee ranging from $225 to $300, payable during the term of the bond series corresponding to each agreement. Pursuant to the Registrar/Paying Agent Agreement proposed in connection with the Series 2025 Bonds, the acceptance fee is $300 and the annual fee is $300.

Section 10 provides the form of the Bonds.

Section 11 provides for the delivery of the Bonds to the lawful purchaser identified in the Award Certificate.

Section 12 provides for the annual levy of *ad valorem* property taxes sufficient to pay debt service on the Bonds at the time it is due, and for the taxes to be kept by the City in its interest and sinking fund, to be used solely for the purpose of paying debt service on the Bonds.

Section 13 authorizes the Mayor, City Clerk, City Manager, Finance Director and other officers and employees of the City to take all action necessary or appropriate to effectuate the provisions of the Ordinance, including the distribution of the Official Notice of Bond Sale, the preparation and distribution of the Preliminary Official Statement, the delivery of closing certificates and a continuing disclosure agreement.

Section 14 provides that the City will restrict the use of proceeds of the Bonds, will apply the proceeds to governmental purpose of the Bonds, and will comply with the other applicable federal requirements, so as to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15 provides that Bonds will be deemed to be paid and no longer outstanding ("Defeased") when the City has provided for the payment of the principal of and accrued interest on such Bonds by irrevocably depositing money or government securities sufficient to pay the principal and interest on such Bonds when due, and that Defeased Bonds shall no longer be secured by the *ad valorem* property taxes levied for payment of the Bonds.

Section 16 provides that the City may invest proceeds of the Bonds as permitted by law and federal requirements applicable to the tax-exempt status of the Bonds.

Section 17 provides that, after the Bonds have been issued, the Ordinance shall constitute a contract between the City and holders of the Bonds while they are outstanding.

Sections 18 provides that the invalidity or unenforceability of any provision of the Ordinance shall not affect the validity or enforceability of its remaining provisions.

Section 19 provides that all action inconsistent with the Ordinance are repealed to the extent of such inconsistency.

Sections 20 and 21 provide for recordation of the Ordinance, publication of a notice of its adoption in a newspaper of general circulation in the City, and the form of such notice.

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By:_____
Peter Franklin,
Shareholder/Attorney

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe, New Mexico (the "City"), met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico on the ____ day of _____, 2025, at the hour of_____. Upon roll call, the following members were found to be present:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT: _____

_____

_____

ALSO PRESENT: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2025-14

ADOPTION OF ORDINANCE NO. 2025-____

Authorizing issuance and sale of General Obligation Improvement Bonds, Series 2025 in

a principal amount of $25,000,000.

CITY OF SANTA FE, NEW MEXICO

COUNCIL BILL NO. 2025-14

ORDINANCE NO. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-14

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

A BILL

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND

underscored material = new [~~bracketed material~~] = delete

AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the City is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the City of Santa Fe, State of New Mexico, (the "City") on November 5, 2024 (the "Election"), the electors of the City authorized the Governing Body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized at Election	Amount Previously Issued
Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from general (*ad valorem*) taxes to acquire, construct, design, equip and improve road and street improvements within the City?"	$25,000,000	-0-

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that $25,000,000 in principal amount of the general obligation bonds authorized at the election (the "Bonds") be issued at this time, and costs of issuance allocated to the Bonds shall be payable from proceeds thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1.

A. The Mayor and the City Clerk are authorized and directed to cause to be published a notice of sale of the Bonds in the form set forth below in Section 2, for the purposes and in the amount described above, in the *Santa Fe New Mexican,* a newspaper of general circulation in the City, at least one week prior to the date of sale, and the City Manager or Finance Director of the City (the "Finance Director") are each hereby authorized and directed to cause such other notice of the bond sale to be given as either of them shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of a Preliminary Official Statement relating to the Bonds. The form of Preliminary Official Statement relating to the Bonds, substantially as presented in connection with this Ordinance, is hereby approved.

B. If, due to market conditions, the Finance Director, in consultation with the Municipal Advisor to the City (the "Municipal Advisor") and Bond Counsel to the City ("Bond Counsel"), deems it advisable that the Bonds be sold in a negotiated sale with an underwriter or underwriting group (collectively, the "Underwriter"), the Finance Director is hereby authorized to coordinate with the Municipal Advisor and Bond Counsel for selection of an Underwriter and the negotiated sale of the Bonds.

Section 2.

A. The notice of sale of the Bonds shall be published in substantially the form attached to this Ordinance as Exhibit A-1.

B. The Official Notice of Bond Sale shall be in substantially the form attached to this Ordinance as Exhibit A-2.

C. Subject to the provisions of Section 1(B) above, the Finance Director shall

determine the date on which the competitive sale of the Bonds shall occur, in consultation with the Municipal Advisor to the City, and the notice of sale of the Bonds and the Official Notice of Bond Sale shall include such date.

Section 3. Pursuant to NMSA 1978, Section 6-14-10.2 , the City Finance Director is hereby delegated authority to (i) accept one or more binding bids and select the Purchaser or Purchasers of the Bonds, or (ii) in the event that the Finance Director has determined, pursuant to Section 1(B) above, that the Bonds will be sold in a negotiated sale, to execute and deliver a bond purchase agreement reflecting such final terms. In either case the final terms of the Bonds shall be set forth in an award certificate (the "Award Certificate") executed by the Finance Director, and shall be subject to the following parameters and conditions:

A. The Bonds shall be issued in an aggregate principal amount not to exceed $25,000,000 for the purposes set forth above.

B. The net effective interest rate on the Bonds shall not exceed 10% per annum.

C. The final maturity of the Bonds shall not be later than August 1, 2045.

D. The Bonds shall be sold for not less than par and not more than 115% of par.

E. The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Section 4.

A. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series, and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth in the Award Certificate, payable to the registered

owner thereof, or registered assigns, semiannually on February 1 and August 1 each year in which the Bonds are outstanding, commencing February 1, 2026, and shall mature on August 1 in the years 2030 through 2045, as set forth in the Official Notice of Bond Sale.

B. Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by BOKF, NA as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and

shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

D. Except as may otherwise be provided in the Award Certificate, the Bonds maturing on and after August 1, 2036 shall be subject to prior redemption at the option of the City, in one or more units of principal of $5,000 on and after August 1, 2035 in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date ("Optional Redemption"). Optional Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

E. Notice of Optional Redemption and, if applicable, mandatory sinking fund redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not

affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 5. The Bonds shall constitute the general obligation bonds of the City, payable from general *ad valorem* property taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 6. The Bonds shall bear the manual or facsimile signature of the Mayor and shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The

Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Mayor and the City Clerk, pursuant to NMSA 1978, Sections 6-9-1 to -6 , shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds, pursuant to the terms of the Registrar/Paying Agent Agreement, the form of which was presented to Governing Body in connection with this Ordinance, which is hereby approved. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly

endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes, except as may otherwise be provided with respect to payment of overdue interest as is otherwise provided in this Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying

Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. Notwithstanding the above provisions of this Section, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with the Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as

the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by the Depository, Participants, or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds, or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants, and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City, including the City Manager and Finance Division Director, are authorized to sign agreements with the Depository relating to the matters set forth in this Section; provided, however, that any such agreements must be approved as to form by the City Attorney or the City Attorney's designee.

Notwithstanding any other provision of this Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given

by the Registrar/Paying Agent to the Depository as provided in this Ordinance and by the Depository to its Participants or Indirect Participants in the manner provided in an agreement or letter of the City to the Depository.

Section 8. The form of agreement with BOKF, NA for Registrar/Paying Agent services is hereby approved, and shall be executed and delivered by the Mayor in substantially the form presented in connection with this Ordinance, with such modifications as may be necessary or convenient to carry out the provisions of this Ordinance. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholder equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 9. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 10. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. _____ $_____

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

CITY OF SANTA FE, NEW MEXICO

GENERAL OBLIGATION IMPROVEMENT BONDS

SERIES 2025

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date	CUSIP
_____% per annum	August 1, 20___	_____, 2025	_____

The Governing Body of the City of Santa Fe (the "City") on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity, commencing on February 1, 2026. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as registrar/paying agent (together with any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each

Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the Bonds are issued in book-entry only form, an authorized officer of the City and the applicable securities depository may make other arrangements for the payments on the Bonds.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $25,000,000 of like tenor except as to number, denomination, maturity date, and interest

rate, issued by the City, and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: (1) acquire, construct, design, equip and improve road and street improvements within the City and pay costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly the City Charter and Sections 6-15-11 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the ordinance of the Governing Body authorizing the publication of a notice of sale of the Bonds and duly adopted on _____, 2025 (the "Ordinance") and the award of the Bonds by the City Finance Director to the best bidder therefore pursuant to an award certificate on _____, 2025 (the "Award Certificate" and, together with the Ordinance, , the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are subject to prior redemption at the City's option in one or more units of principal of $5,000 on and after August 1, 2035, in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

Notice of Optional Redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption

dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered

owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information, or indemnity relating thereto as the Registrar/Paying Agent may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited, and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City has caused this bond to be signed and executed with the manual or facsimile signature of the Mayor and subscribed

and attested with the manual or facsimile signature of the City Clerk, all as of the Series Date.

_____

Mayor

City of Santa Fe, New Mexico

(SEAL)

Attest:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____

BOKF, NA,

as Registrar/Paying Agent

By:

_____

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints_____ attorney to transfer such bond

on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Address: _____

_____

_____

Signature Guaranteed:

_____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End Form of Bond]

Section 11. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof identified in the Award Certificate. $25,000,000 in principal amount of the Bonds are issued as Improvement Bonds and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: acquire, construct, design, equip, and improve roads within the City, and to pay costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 12. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual *ad valorem* taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Governing Body, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied, and extended upon the tax rolls and collected in the same manner, at the same

time, and subject to the same penalties and interest as general state and City taxes are certified, levied, and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 13. The Mayor, City Clerk, City Manager, Finance Director, and other officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation, posting and distribution of the Official Notice of Bond Sale and Official Bid Form, in substantially the forms set forth in Exhibit A-2 attached hereto, and a Preliminary Official Statement to such potential bidders on the Bonds as they may determine and to take all action necessary or appropriate to give effect to the provisions of this Ordinance, including the printing of the Bonds, the execution of letters and agreements with the Depository, the execution of the Registrar/Paying Agent Agreement with BOKF, NA in substantially the form submitted to the Governing Body in connection with this Ordinance, the printing and execution of the Official Statement relating to the Bonds, the payment of the costs of issuance of the Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase

price of the Bonds from the Purchaser, the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the City will undertake, pursuant to a written continuing disclosure agreement, to provide annual financial information and notices of certain events as specified in that continuing disclosure agreement.

The Governing Body hereby approves the Continuing Disclosure Responsibilities Procedures attached to this Ordinance as Exhibit "B".

Section 14. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Finance Director and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and

make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Finance Director and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 15. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (a) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the *ad valorem* taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested and re-invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for

the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for use in accordance with law. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury Obligations, such as its State and Local Government Series, and which may be in book-entry form.

Section 16. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Governing Body and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 17. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 20. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the City, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 21 below) shall be published in a newspaper which maintains an office and is of general circulation in the City, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 21. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Santa Fe,

New Mexico, on the ____ day of _____, 2025, adopted an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS

OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds in the aggregate principal amount of up to $25,000,000; provides that the Bonds shall be issued to provide funds to acquire, construct, design, equip, and improve roads and streets within the City, and to pay costs of issuance of the Bonds; delegates authority to the City Finance Director to determine the exact principal amounts, maturity dates, interest rates, prices, and other final terms of the Bonds and to award the Bonds to the best bidder therefore pursuant to an Official Notice of Sale and an Award Certificate or, alternatively, to coordinate a negotiated sale of the Bonds to an underwriter or underwriting group; approves a form of Registrar and Paying Agent Agreement in connection with the Bonds; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the Bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the Bonds.

Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this ___ day of _____, 2025.

/s/

Mayor

City of Santa Fe, New Mexico

[End Form of Notice]

PASSED, APPROVED AND ADOPTED THIS ____DAY OF _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Alan Webber, Mayor

(SEAL)

Attest:

_____

Andrea Salazar, Clerk

Councilor _____then moved adoption of the foregoing Ordinance, duly seconded by Councilor _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (_) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF SANTA FE, NEW MEXICO

By _____

Alan Webber, Mayor

[SEAL]

ATTEST:

By_____

Andréa Salazar, Clerk

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

I, Andréa Salazar, the duly acting and qualified Clerk of the City of Santa Fe, New Mexico (the "City"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the City, had and taken at a duly called regular meeting held at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501, on _____, 2025 at the hour of_____, insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Such proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.

3. Notice of the _____, 2025 meeting of the Governing Body was duly given as required by the Open Meetings Act, Sections 10-15-1 through 4, NMSA 1978 and Resolution No. _____ 2025-___which is the current Resolution of the City which establishes the reasonable notice policy of the City as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

(SEAL) By _____

Andréa Salazar, Clerk

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Peter Franklin

Peter Franklin (May 22, 2025 11:55 MDT)

PETER FRANKLIN, BOND COUNSEL TO THE CITY

EXHIBIT A-1

(Form of Notice for Newspaper Publication)

NOTICE OF PUBLIC MEETING AND BOND SALE
CITY OF SANTA FE, NEW MEXICO
$25,000,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Finance Director of the City of Santa Fe, New Mexico (the "City"), will receive unconditional bids on _____, 2025, between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, submitted electronically through the facilities of GRANT STREET GROUP for the purchase of the City's proposed General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in an aggregate principal amount of $25,000,000. The Finance Manager will award the 2025 Bonds to the best bidder at 2 p.m., prevailing Mountain Time, on _____, 2025. The 2025 Bonds will be issued as fully registered bonds and will mature on August 1 of each year as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

Year (August 1)	Principal
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	$25,000,000

*Preliminary, subject to change.

The 2025 Bonds will be issued as fully registered bonds. The 2025 Bonds will be the general obligation of the City, payable solely out of general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount, as provided in the Property Tax Code, for the property tax years of 2025 through 2042.

The maximum net effective interest rate on the 2025 Bonds shall not exceed ten percent (10%) per annum. Discounts shall not be permitted as part of the sale price of a series of the 2025 Bonds, in whole, although discounts may be offered on any single maturity of a series of 2025 Bonds. Interest on each Bond shall be evidenced until maturity by only one interest rate.

Interest on the 2025 Bonds will be payable on February 1 and August 1 in each year while the 2025 Bonds are outstanding, beginning February 1, 2026. The 2025 Bonds will bear interest until maturity from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the 2025 Bonds.

Each bid shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided therein and in the Official Notice of Bond Sale. Each bidder is required to submit an unconditional electronic bid for the 2025 Bonds.

Each bid must be submitted electronically through the facilities of GRANT STREET GROUP. THE CITY WILL NOT ACCEPT TELEPHONE, FACSIMILE OR HAND-DELIVERED BIDS. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, GRANT STREET GROUP, the use of such facilities being at the sole risk of the bidder.

This Notice is not a disclosure document, and it is not the Official Notice of Bond Sale. Prior to submitting a bid to the City for the 2025 Bonds, a full review should be made of the Official Notice of Bond Sale and the entire Preliminary Official Statement ("Preliminary Official Statement") for the 2025 Bonds. The offering of 2025 Bonds to potential investors is made only by means of the Preliminary Official Statement.

Copies of the Official Notice of Bond Sale, the Preliminary Official Statement and the Required Bid Form are available for viewing in electronic format at www.grantstreet.com or may be obtained upon request from George Williford, Managing Director, Hilltop Securities Inc., 717 N. Harwood St. Suite 3400, Dallas, Texas 75201 Phone: (214) 953-8705.

Further information relating to the City and the 2025 Bonds will be contained in the Preliminary Official Statement, which will be "deemed final" by the City at its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except with respect to offering prices, interest rates, identity of the underwriter, selling compensation, delivery date, or other terms required to be specified in the bids, ratings, and other terms depending on such matters.

The validity and enforceability of the 2025 Bonds will be approved by Modrall Sperling Roehl Harris and Sisk, P.A., 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102.

DATED this _____day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

By: _____/s/_____
Mayor

ATTEST:

By: _____/s/_____
City Clerk

(End of Form of Notice for Publicatio

EXHIBIT A-2

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City.

To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the

City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the

right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds

to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM

(Re: Official Notice of Bond Sale dated _____, 2025)

City of Santa Fe, New Mexico
c/o
George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Official Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____
Finance Director

EXHIBIT A
[to 2025 Bonds Official Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public)

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE A

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE B

PRICING WIRES

(to be attached)

EXHIBIT B
Continuing Disclosure Procedures

CONTINUING DISCLOSURE RESPONSIBILITIES OF CITY OF SANTA FE,
NEW MEXICO IN CONNECTION WITH MUNICIPAL BONDS ISSUED BY THE CITY

The City of Santa Fe, New Mexico (the "City") has entered into continuing disclosure undertakings (each a "CDU") pursuant to SEC Rule 15c2-12 in connection with general obligation bonds and revenue bonds issued by the City. The CDUs typically require:

- That the City disclose certain types of "Annual Financial Information" on an annual basis (typically by providing a copy of the City's audited financial statements for the most recently completed fiscal year); and
- That "Event Information" be reported within 10 business days after the occurrence of specific types of events which could affect the City's Bonds.

"Annual Financial Information," "Audited Financial Statements" and "Event Information" are terms defined in each CDU. Copies of the CDUs for the City's outstanding bonds are included in the bond transcript for each series of bonds and are also available upon request from the City's bond counsel.

Currently, any disclosure required by the CDUs is made by electronically posting the information on the Electronic Municipal Market Access website, known as "EMMA." The matrix appearing below identifies both the periodic and non-routine tasks required for compliance with the City's CDUs, and the City officials and consultants to which those responsibilities are nonexclusively assigned (each a "Responsible Officer"). Such Responsible Officers are authorized to delegate assigned tasks to persons they shall designate; provided, that such designation shall be in writing and shall be approved or ratified by the Governing Body of the City, as the case may be.

Frequency	Task	Bond Counsel	Financial Advisor	City Finance Director	City Manager
	CONTINUING DISCLOSURE				
At least every 4yrs	Retain or identify Dissemination Agent			x	x
Specified by contract	Payment of Dissemination Agent			x	x
Annually	Provide Annual Financial Information per CDU; verify filing		x	x	x
As needed	Event Reporting	x	x	x	x

As needed	Conference to discuss status of outstanding bonds	x	x	x	x

FIR No. 10679

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): General Obligation Bond Parameters

Sponsor(s): Mayor Alan Webber and Councilor Romero-Wirth

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 5/13/2025 **Phone:** 505-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 05/22/2025

Erin McSherry (May 22, 2025 12:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes. The proposed bond sale was approved at the General Election held November 5, 2024, with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City. The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Departments Affected:

Finance Department, Public Works Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted the City will not issue $25,000,000 in new general obligation bonds authorized by 84% of voters in the November 2024 General Election. Planned improvements to City roads and streets will not be funded, and needed repairs may be delayed or cancelled.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:
Approval of the proposed bill will allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Fiscal Implications:
The first payment on the new GO bonds will be due on February 1, 2026. Payments will be due on each February 1 and August 1 thereafter, with final maturity occurring August 1, 2045 (20-year term). The payments for the first five years will be interest-only, with principal repayment beginning in FY 2031. The bonds may be redeemed by the City in whole or in part beginning August 1, 2035. Bond payments (both interest and principal) will be paid from the annual levy of ad valorem property taxes. The proceeds from the property tax levy will be kept in the City's interest and sinking fund and used solely for the purpose of paying debt service on the Bonds.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Other- Debt Service (Interest Expense)	$ 0	$ 593,750	$ 1,187,500			400	$ 1,781,250
Total:	$ 0	$ 593,750	$ 1,187,500				$ 1,781,250

Expenditure Narrative:

Interest expense for FY 2026 and FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in FY 2031.

Revenue/Bond Proceeds

Revenue/Bond Proceeds	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Other- Bond Proceeds	$	$ 25,000,000	$	NR	TBD
Total	$ 0	$ 25,000,000	$		

Revenue Narrative:

Bond proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the $25,000,000 bond proceeds in FY 2026 is shown here to illustrate the effect of the bond sale in generating cash. The cash generated from the bond sale would be used by the Public Works Department to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Signature: Mark Scott (May 23, 2025 11:31 MDT)

Email: mscott@santafenm.gov

REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement ("Agreement") is executed and effective as of this ___day of _____, 2025, by and between BOKF, NA, a national banking association with principal offices in Albuquerque, New Mexico ("Bank") and the City of Santa Fe, New Mexico (the "Issuer") for the bonds described as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT BONDS
SERIES 2025

WHEREAS, pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on _____, 2025 (the "Bond Ordinance"), the Issuer has appointed the Bank to serve as Registrar, Depository Agent and Paying Agent in connection with the above-captioned Bonds; and

WHEREAS, the Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bonds, and to perform the duties of Paying Agent and Registrar as set forth in the Bond Ordinance.

NOW THEREFORE, THE CITY OF SANTA FE AND BOKF, NA AGREE as follows:

A. The bank agrees to perform the duties of a Registrar and Paying Agent, which include:

1. Authentication, preparation and delivery of bonds;
2. Maintenance of the bond register;
3. Maintenance of bond inventory and accounting;
4. Cancellation and destruction of paid bonds;
5. Providing Issuer with certificate of destroyed bonds;
6. Transfer of ownership of bonds;
7. Issue replacement bonds in lieu of a mutilated, lost, destroyed or stolen bond upon receipt of satisfactory proof and indemnification of the Bank;
8. Pay by bank draft to bondholders of record the principal of, premium, if any, and interest on the bonds but only to the extent that Issuer has deposited with the Bank sufficient immediately available funds for such purposes; interest on funds received prior to payment dates may be retained by the Bank; float on checks issued by the bank for payment of principal and interest payments will be retained by the Bank; and
9. Furnish Issuer periodic debt service invoice statements.

B. As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Bonds as the same become due and payable to the registered owners thereof, pursuant to the terms of this Agreement and the Bond Ordinance, with payment to be made solely and entirely from payments to be made by the Issuer to the Paying Agent.

C. Upon written notice from the Bank, Issuer agrees to cause to be printed, at its expense, any additional bonds required by the Bank subsequent to initial issuance as long as any bonds remain outstanding.

D. The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen days prior to any date fixed for the payment of interest or principal on any of the Bonds.

E. In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Albuquerque, New Mexico, or in such other locality as Paying Agent may maintain its principal offices, are authorized by law to close for business, then said payments need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said payments fall due.

F. In the event any principal or interest payment cannot be made as a result of the Bank's inability, after due diligence, to locate the bondholder of record to whom such payments are due, and in the event that such bondholder has not claimed such payments, or corresponded in writing with Issuer or Bank concerning such payments within five (5) years after the date prescribed for payment, then funds deposited with the Bank by Issuer for any such payments will be returned to the Issuer and such bondholder shall look solely to the Issuer from and after such date for payment thereof.

G. The Bank's fees and expenses as compensation for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement shall be as follows:

Acceptance Fee:	$ 300.00
Annual Fee:	$ 300.00 (payable semi-annually with debt service

Plus New Mexico Gross Receipts Tax

H. The Bank shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. The Bank shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, requisition, instruction or request furnished to it hereunder believed by it to be genuine and the Bank may rely and at upon, and shall not be liable for acting or not acting upon, any such document, agreement, requisition, instruction or request. The duties and obligations of the Bank shall be determined solely by the express terms of this Agreement, the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and no duties, obligations or responsibilities shall be implied into this Agreement against the Bank.

I. The Bank may consult with and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The cost of such services shall be born by Issuer.

J. Should the Issuer elect to terminate this Agreement and appoint a successor Registrar, Transfer Agent and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed. These costs are in addition to the specified fees and expenses in Paragraph G.

K. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Executed on the date first above written.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

BOKF, NA

By: _____

Title: _____

Exhibit A

AUTHORIZED SIGNATURES

The following individuals are authorized to issue instructions to BOKF, NA as Agent for the accounts established by the attached agreement:

Signature: _____

Printed Name: Emily K. Oster

Title: Finance Director

Date: _____, 2025

Signature: _____

Printed Name: Mark Scott

Title: City Manager

Date: _____, 2025

Approved by: _____

Name: Alan Webber

Title: Mayor

Date: _____, 2025

OFFICIAL STATEMENT

NOTICE

**$25,000,000*
CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025**

Preliminary Official Statement, subject to completion,
dated _____, 2025

The Preliminary Official Statement, dated _____, 2025 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Santa Fe, New Mexico (the "City"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format. Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of compliance with Rule 15c2-12 ("Rule 15c2-12") of the United States Securities and Exchange Commission (the "SEC"), this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date, except for the omission of no more than the information permitted by Rule 15c2-12.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated _____, 2025

* Preliminary, subject to change.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE

RATINGS: [S&P Global Ratings: __
Fitch Ratings: __]

BOOK-ENTRY ONLY

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming compliance with certain covenants described in "TAX EXEMPTION" herein, interest on the Bonds (including original issue discount treated as interest) (a) is excludable from the gross income of the recipients thereof for federal income tax purposes, under Section 103 of the Internal Revenue Code of 1986, as amended, and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. For a more complete description of such opinion of Bond Counsel and a description of certain provisions of the Internal Revenue Code of 1986, as amended, which may affect the federal tax treatment of interest on the Bonds for certain registered owners of such bonds, see "TAX EXEMPTION" herein.

$25,000,000*
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Dated: Date of Delivery

Due: June 1, as shown on the inside front cover

The 25,000,000* City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Bonds") are being issued by the City of Santa Fe, New Mexico (the "City") to provide funds for the Improvement Project. See the "IMPROVEMENT PROJECT" and "SOURCES AND USES OF FUNDS" herein. The Bonds will bear interest from the date of delivery, at the rates set forth on the inside front cover hereof, payable semiannually on February 1 and August 1 of each year until maturity or prior redemption, commencing February 1, 2026, and will mature on August 1 of each of the years as set forth on the inside front cover hereof. Capitalized terms not defined on this front cover are as defined herein.

The Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Bonds will be issued pursuant to a book-entry only system and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Underwriters of the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates representing their beneficial ownership interests. So long as DTC or its nominee is the owner of the Bonds, principal of and interest on the Bonds will be paid by the Paying Agent (defined herein) to DTC or its nominee, which will in turn remit such payment to its Direct Participants for subsequent disbursement by the Direct Participants and the Indirect Participants to the Beneficial Owners. See "DESCRIPTION OF THE BONDS—Book-Entry Only System."

The Bonds are general obligations of the City payable from general (ad valorem) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "THE BONDS—Optional Redemption of Bonds" herein. The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State. The $25,000,000* principal amount of the Bonds represents the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

The Bonds are offered when, as and if issued and received by the underwriters set forth below (the "Underwriters") subject to the approval of validity by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about August 20, 2025.

Electronic bids will be opened between 8:30 a.m. and 9:00 a.m., prevailing Mountain Time, _____, 2025 at the Office of the City Finance Director, 200 Lincoln Avenue, Santa Fe, New Mexico.

Dated: _____, 2025

* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall there be any offer or sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

$25,000,000[*]
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

MATURITY SCHEDULE

Year (August 1)	Principal[*]	Interest	Yield	Price	CUSIP[(1)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

[*] Preliminary, subject to change.

[(1)] *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.*

CITY OF SANTA FE, NEW MEXICO

200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6500

MAYOR

Alan Webber

CITY COUNCIL

Jaimie Cassutt, Councilor
Alma Castro, Councilor
Amanda Chavez, Councilor
Pilar Faulkner, Councilor
Lee Garcia, Councilor
Michael Garcia, Councilor
Signe I. Lindell, Councilor
Carol Romero-Wirth, Councilor

CITY OFFICIALS

Mark Scott, City Manager
Andrea Salazar, City Clerk and Director of Community Engagement
Emily K. Oster, Director of Finance
Erin K. McSherry, City Attorney

BOND AND DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
Albuquerque and Santa Fe, New Mexico

PAYING AGENT AND REGISTRAR

BOKF, NA
Albuquerque, New Mexico

FINANCIAL ADVISOR

Hilltop Securities Inc.
Dallas, Texas

REGARDING THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized to give any information or to make any statements or representations, other than those contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized by the City or Underwriters. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in this Official Statement has been furnished by the City or obtained from other sources which are believed by the City to be reliable. The information in this Official Statement is subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement.

The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the United States Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement contains statements relating to the City's future financial plans, receipt of future revenues and other matters that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "intend," "anticipate," "expect" and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE INSIDE FRONT COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE PURCHASHERS MAY EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Copies of the ordinance authorizing the issuance of the Bonds are available upon request at the office of the City Clerk, 200 Lincoln Avenue, Room 210, Santa Fe, New Mexico 87504, (505) 955-6521.

TABLE OF CONTENTS

INTRODUCTION **2**

THE ISSUER 2
AUTHORITY FOR ISSUANCE AND PURPOSE 2
THE BONDS 2
SECURITY 3
FINANCIAL STATEMENTS 3
TAX MATTERS 4
AGENTS AND ADVISORS 4
ADDITIONAL INFORMATION 4

THE BONDS **4**

DESCRIPTION 4
AUTHORIZATION 5
BOND REGISTRAR AND PAYING AGENT 5
PAYMENT OF PRINCIPAL AND INTEREST; RECORD DATE 5
OPTIONAL REDEMPTION OF BONDS 5
EXCHANGE OR TRANSFER OF BONDS 5
BOOK-ENTRY ONLY SYSTEM 6

SECURITY AND REMEDIES **8**

GENERAL 8
LEGAL MATTERS 8
LIMITATIONS ON REMEDIES AVAILABLE TO OWNERS OF BONDS 8

PURPOSE AND PLAN OF FINANCING **8**

SOURCES AND USES OF FUNDS **9**

DEBT AND OTHER FINANCIAL OBLIGATIONS **9**

GENERAL OBLIGATION DEBT 9
DEBT SERVICE REQUIREMENTS TO MATURITY 10
STATEMENT OF ESTIMATED DIRECT AND OVERLAPPING DEBT 11
ANALYSIS OF ASSESSED VALUATION 12
HISTORY OF ASSESSED VALUATION 13
TAX RATES 13
MAJOR TAXPAYERS 15
YIELD CONTROL LIMITATION 15
LIMITATIONS ON RESIDENTIAL PROPERTY TAX INCREASES 15
TAX COLLECTIONS ON LOCALLY ASSESSED AND CENTRALLY ASSESSED PROPERTY 16
INTEREST ON DELINQUENT TAXES 17
PENALTY FOR DELINQUENT TAXES 17
REMEDIES AVAILABLE FOR NON-PAYMENT OF TAXES 17
PROTEST 18

FINANCIAL INFORMATION CONCERNING THE CITY **18**

THE CITY'S ACCOUNTING AND BUDGETARY PRACTICES AND PROCEDURES 18
GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT 18
OPERATIONS OF THE GENERAL FUND 19

GENERAL FUND REVENUES AND EXPENDITURES HISTORY **20**

ECONOMIC AND DEMOGRAPHIC INFORMATION **21**

POPULATION 21
INCOME 22

PER CAPITA INCOME 22
EMPLOYMENT 23
GROSS RECEIPTS 25
THE CITY 25
GENERAL 25
ADMINISTRATION AND CITY GOVERNMENT 26
BUDGET 26
SERVICES 27
EMPLOYEES 27
RETIREMENT PLANS 27
SUMMARY OF INDEBTEDNESS 30
EDUCATION 31
TAX EXEMPTION 32
GENERAL 32
ORIGINAL ISSUE DISCOUNT 33
ORIGINAL ISSUE PREMIUM 33
INTERNAL REVENUE SERVICE AUDIT PROGRAM 33
FINANCIAL STATEMENTS 33
CONTINUING DISCLOSURE 34
LITIGATION 35
RATINGS 35
MUNICIPAL ADVISOR 35
UNDERWRITING 35
LEGAL MATTERS 36
TRANSCRIPT AND CLOSING DOCUMENTS 36
MISCELLANEOUS 36
OFFICIAL STATEMENT CERTIFICATION 37
APPENDIX A OPINION OF BOND COUNSEL A-1
APPENDIX B AUDITED FINANCIAL STATEMENTS – JUNE 30, 2018 ..... B-1
APPENDIX C FORM OF CONTINUING DISCLOSURE UNDERTAKING C-1

CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025

SUMMARY OF INFORMATION

There follows a summary of certain provisions discussed in this Official Statement. SUCH SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE COMPLETE OFFICIAL STATEMENT. This Summary is only a brief statement and a full review of the entire Official Statement should be made by potential investors. Capitalized terms used but not otherwise defined in this "SUMMARY OF INFORMATION" will have the meanings given such terms in the Bond Ordinance.

Dated:	Date of delivery.
Registration:	The City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") will be issued as fully registered bonds in denominations of $5,000 and integral multiples thereof. The Registrar is BOKF, NA, Albuquerque.
Principal Payment:	The 2025 Bonds will mature on August 1 of each of the years set forth on the inside front cover page of this Official Statement.
Interest Payment:	Interest will be payable semiannually on August 1 and February 1, commencing on February 1, 2026.
Security:	The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.
Prior Redemption:	The 2025 Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity at the option of the City, in whole or in part, on August 1, 20__ and any date thereafter at par, plus accrued interest to the redemption date, without premium. See "THE BONDS—Optional Redemption of the Bonds" herein.
Purpose:	The 2025 Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.
Bond and Disclosure Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico.
Municipal Advisor:	Hilltop Securities Inc., Dallas, Texas
Paying Agent/Registrar:	BOKF, NA, Albuquerque, New Mexico

OFFICIAL STATEMENT

$25,000,000*
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of $25,000,000* aggregate principal amount of City of Santa Fe, New Mexico, General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") to be issued by the City of Santa Fe, Santa Fe County, New Mexico (the "City," the "County" and the "State," respectively), pursuant to Ordinance No. 2025-__, adopted on June 25, 2025 (the "Bond Ordinance").

The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Bond Ordinance.

The Issuer

The City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City Council (the "Council") is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the Council are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government which became effective March 15, 1998.

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico (the "State"), in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. The Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

* Preliminary, subject to change.

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the inside front cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing February 1, 2026 until maturity or prior redemption to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2024 including the opinions rendered thereon of certified public accountants, are attached as Appendix B *See* "FINANCIAL STATEMENTS" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), (a) the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, and (b) is not a specific preference item for purposes of the federal alternative minimum tax on individuals, subject to the matters described under the caption "TAX EXEMPTION" herein. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

Agents and Advisors

BOKF, NA, Albuquerque, New Mexico will serve as Paying Agent and Registrar. Carr, Riggs & Ingram, L.L.C. audited the City's general purpose financial statements as of and for the year ended June 30, 2024.

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

Hilltop Securities Inc., Dallas, Texas ("Hilltop") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not

obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Santa Fe, 200 Lincoln Avenue, Santa Fe, NM 87504-0909, telephone number (505) 955-6949, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $25,000,000* and will be dated the Date of Delivery, which is expected to be on or about August 20, 2025. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the inside front cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on February 1, 2026, until maturity or prior redemption and maturing serially, as set forth on the inside front cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company New York, New York ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds were approved by the qualified electors of the City at an election held on November 5, 2024, and are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-1522 NMSA 1978, as amended and supplemented, and the Ordinance of the City Council delegating authority to either of the Mayor and City Finance Director to award the Bonds to the best bidder in a competitive sale to be held on or about _____, 2025 as further set forth in the Pricing Certificate (together, the "Ordinance" or "Bond Ordinance").

Bond Registrar and Paying Agent

BOKF, NA, Albuquerque, New Mexico will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturity on August 1, 20__, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any. The Bonds will be redeemed in $5,000 units or integral multiples of $5,000. If the City redeems only part of the Bonds of a given maturity, the Registrar will select those Bonds by lot.

Conditional Redemption

Unless money sufficient to pay the principal of and premium, if any, on the Bonds to be optionally redeemed is received by the Paying Agent prior to the giving of notice of redemption, that notice is to state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. on the redemption date. If an amount sufficient to redeem all Bonds called for redemption is not received by that time (i) the Paying Agent is to redeem only those Bonds for which the redemption price was received, (ii) the Bonds to be redeemed are to be selected in the manner set forth in the Ordinance and (iii) the redemption notice will have no effect with respect to those Bonds for which the redemption price was not received and those Bonds will not be redeemed. The Registrar is to give notice to the Owners of the Bonds previously called for redemption which will not be redeemed in the manner in which the notice of redemption was given, identifying the Bonds which will not be redeemed and stating that the redemption did not take place with respect to those Bonds and is to promptly return any Bonds previously delivered by the Owners of the Bonds.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided) on the following dates at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption.

Term Bonds Maturing August 1, ____

Redemption Date	Amount

[to be provided if applicable]

Approximately forty-five (45) days immediately preceding each of the mandatory redemption dates specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

Notice of Redemption

Notice of redemption of Bonds is to be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the registered owner of each Bonds, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City is to give the Registrar notice of Bonds to be called for optional redemption at least fifteen (15) days prior to the date that the Registrar is required to give the bond owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar is to select the Bonds to be redeemed by lot.

Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered owner of any Bonds, or any defect therein, nor the failure of DTC to notify any Participant, or any Participant to notify a Beneficial Owner, of any such redemption, will affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. All notices are to specify the number or numbers and maturity dates of the Bonds to be redeemed (if less than all are to be redeemed), the amount of such Bonds to be redeemed (if less than the full amount of any Bonds is to be redeemed), the date fixed for redemption, the redemption price, the series and the CUSIP number and are further to state that on such redemption date there will become and be due and payable upon each Bonds or part thereof to be redeemed at the office of the Paying Agent the principal amount thereof to be redeemed plus accrued interest and that interest will cease to accrue on the principal amount redeemed. Subject to the provisions of the Bond Ordinance setting forth certain conditions to optional redemption of the Bonds, notice having been given in the manner provided above, the Bonds or part thereof called for redemption will become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed for which the redemption price is on deposit with the Paying Agent will not be deemed to be outstanding and will cease to bear interest from and after such redemption date. Subject to the provisions of the Ordinance setting forth certain conditions to optional redemption of the Bonds, upon presentation of Bonds to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of the Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and DTC, the Paying Agent will pay such Bonds, or portion thereof called for redemption.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying

Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is a constant one. These incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks or actions from outside entities. The effect of these threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems. The City carries insurance against losses relating to cybersecurity incidents with coverage at a level it believes to be comparable to coverage carried by other local governments of similar size.

Climate Change and Natural Disasters

The State could experience and is susceptible to weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

Potential Limitation of Tax Exemption of Interest on the Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended, or court decisions may also cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code of 1986, as amended, or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $25,000,000* to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

[1] Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

*Preliminary; subject to change.

DEBT AND OTHER FINANCIAL OBLIGATIONS

Selected Ratios of Per Capita Debt and Assessed Valuation

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

Estimated City Population[1]	89,167
Total General Obligation Direct Debt[2]	$37,425,000
Direct and Overlapping Debt[2]	$230, 554,156
2024 Assessed Valuation	$5,884,882,813
2024 Statutory Actual Valuation[3]	$17,654,648,439
City Direct Debt as % of:	
-Assessed Valuation	0.64%
-Statutory Actual Valuation	0.21%
Direct and Overlapping Debt as % of	
-Assessed Valuation	3.92%
-Statutory Actual Valuation	1.31%
City Debt Per Capita	$419.72
Direct and Overlapping Debt Per Capita	$2,585.64

[1] Source: City of Santa Fe.
[2] Figure includes the proposed 2025 Bonds. Preliminary, subject to change.
[3] Figure is estimated by reference to the statutory formula under which assessed valuation is calculated at 33.3% of statutory actual valuation.

Outstanding General Obligation Debt

The City has $12,425,000 in outstanding general obligation debt, in addition to the Bonds:

Series	Original Principal Amount	Amount Outstanding (as of June 30, 2025)	Final Maturity Date (August 1)
2013	$12,000,000	$5,935,000	2032
2014	$5,800,000	3,490,000	2034
2019	$5,445,000	3,000,000	2029

DEBT SERVICE REQUIREMENTS TO MATURITY

The following table represents annual debt service expenses on the City's outstanding general obligation debt and the 2025 Bonds.

Debt Service Requirements to Maturity

Fiscal	Present Requirements			Series 2025 Bonds*			Total Requirements		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2025	$ 1,435,000	521,838	1,956,838				$ 1,435,000	$ 521,838	$ 1,956,838
2026	1,490,000	464,003	1,954,003		$ 593,750	$ 593,750	1,490,000	1,057,753	2,547,753
2027	1,550,000	401,994	1,951,994		1,187,500	1,187,500	1,550,000	1,589,494	3,139,494
2028	1,610,000	336,069	1,946,069		1,187,500	1,187,500	1,610,000	1,523,569	3,133,569
2029	1,680,000	267,394	1,947,394		1,187,500	1,187,500	1,680,000	1,454,894	3,134,894
2030	1,755,000	195,644	1,950,644		1,187,500	1,187,500	1,755,000	1,383,144	3,138,144
2031	1,135,000	137,822	1,272,822	$ 155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641
2032	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893
2033	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055
2034	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663
2035	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025
2036				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219
2037				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150
2038				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281
2039				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494
2040				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669
2041				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450
2042				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719
2043				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238
2044				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650
2045				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838
2046				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563
	$13,860,000	$2,496,048	$16,356,048	$25,000,000	$17,443,188	$42,443,188	$38,860,000	$19,939,235	$58,799,235

* Preliminary, subject to change based on par amount of 2025 Bonds of $25,000,000.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.[(1)]

Taxing Entity	2024 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	City Share of Outstanding Debt
State of New Mexico	$108,183,361,964	$ 347,815,000	5.44%	$ 18,920,197
City of Santa Fe	5,885,883,824	37,425,000 [(1)]	100.00%	37,425,000
Santa Fe County	10,196,838,890	109,610,000	58.05%	63,628,605
Santa Fe Public Schools	9,433,227,092	179,490,000	62.74%	112,612,026
Santa Fe Community College	9,433,227,092	11,075,000	62.75%	6,948,967
Total Direct and Overlapping Debt				$239,534,598
Ratio of Estimated Direct & Overlapping Debt to 2024 Assessed Valuation:				4.07%
Ratio of Estimated Direct & Overlapping Debt to 2024 Statutory Actual Valuation:				1.36%
Per Capita Direct & Overlapping Debt:				$2,585.64

[(1)] Figure includes proposed 2025 Bonds. Preliminary; subject to change.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2024 Assessed Valuation is $5,884,882,813. The actual value of personal property within the City (see "Assessments" below) is determined by the Santa Fe County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Santa Fe is as follows:

	2024	2023	2022	2021	2020
Assessments					
Value of Land	$1,466,999,199	$1,410,716,315	$1,356,684,268	$1,297,705,871	$1,321,355,486
Improvements	5,110,474,079	4,842,597,072	4,138,778,251	3,789,374,062	3,791,967,921
Personal Property	52,465,882	52,926,238	55,079,286	53,786,924	55,293,073
CAB	65,798,299	56,161,111	53,961,497	63,803,364	59,819,692
Mobile Homes	15,074,346	14,139,935	12,753,865	12,063,025	11,598,350
Livestock	23,788	23,809	24,047	23,564	26,178
Assessor's Taxable Value	$6,710,835,593	$6,376,574,479	$5,617,281,214	$5,216,756,810	$5,240,060,700
Less Exemptions					
Head of Household	(24,265,415)	(24,238,143)	(24,635,778)	(25,065,710)	(24,552,389)
Veteran	(8,752,818)	(9,014,513	(9,424,972)	(9,878,740)	(9,966,405)
Disabled Veteran	(38,269,716)	(32,084,965)	(30,231,465)	(28,468,665)	(26,849,584)
Other	(754,664,831)	(736,261,321)	(592,554,083)	(542,449,821)	(620,948,347)
Total Exemptions	(825,952,780)	(801,598,942)	(656,846,298)	(605,862,936)	(682,316,725)
Assessor's Net Taxable Value	$5,884,882,813	$5,574,965,537	$4,960,434,916	$4,610,893,874	$4,557,743,975
Centrally Assessed					
Total Assessed Valuation					
Residential					
Non-Residential					
Total					

Source: Santa Fe County Assessor's Office.

History of Assessed Valuation

The following is a history of assessed valuation for the City and Santa Fe County.

	City of Santa Fe	Santa Fe County
2024	$5,884,882,813	$10,196,838,890
2023	5,574,965,537	9,603,851,513
2022	4,960,434,915	8,694,115,447
2021	4,610,893,905	8,039,694,860
2020	4,557,743,975	7,828,549,667

Source: Santa Fe County Assessor's Office.

Residential and Non-Residential Tax Rates

Article VIII, Section 2 of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the County to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the County voting on the question. The following table summarizes the tax situation on residential property located within the City for 2020 through 2024. Except as required to meet debt service on general obligation bonds and as a result of application of the yield control statute, Section 7-37-7.1 NMSA 1978, the City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. See "DEBT AND OTHER FINANCIAL OBLIGATIONS – Yield Control Limitation" herein. A high level of taxation may adversely impact the City's ability to repay bonds.

Residential
Within 20 Mill Limit for General Purposes

	2024	2023	2022	2021	2020
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Santa Fe County	5.311	5.428	5.484	5.560	5.698
Santa Fe Community College	2.770	2.820	2.851	2.892	2.965
City of Santa Fe	1.469	1.503	1.523	1.545	1.582
Santa Fe Public Schools	0.139	0.142	0.143	0.142	0.145
Total	$9.689	$9.893	$10.001	$10.139	$10.390

Over 20 Mill Limit- Interest, Principal, Judgments, etc.

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	2.129	2.129	2.124	2.124	2.124
Santa Fe Community College	0.650	0.650	0.650	0.650	0.650
City of Santa Fe	0.408	0.408	0.475	0.567	0.350
Santa Fe Public Schools	8.625	9.107	9.107	9.211	9.157
Total	$13.172	$13.654	$13.716	$13.912	$13.641

Total Levy

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	7.440	7.557	7.608	7.684	7.822
Santa Fe Community College	3.420	3.470	3.501	3.542	3.615
City of Santa Fe	1.877	1.911	1.998	2.112	1.932
Santa Fe Public Schools	8.764	9.249	9.250	9.353	9.302
Total	$22.861	$23.547	$23.717	$24.051	24.031

Source: New Mexico Department of Finance and Administration.

Major Taxpayers

The 10 largest taxpayers in the City of Santa Fe have a combined valuation of $265,526,879, representing 4.45% of the 2024 total assessed valuation within the City.

Name	Type of Business	2024 Assessed Valuation	% of Assessed Valuation
Public Service Company of NM	Electric Utility	$71,511,924	1.22%
Presbyterian Medical Services	Medical	52,818,076	0.89%
Christus St. Vincent Hospital	Medical	36,541,931	0.62%
New Mexico Gas Company	Gas Utility	17,296,523	0.29%
BNSF Railway	Railroad	17,101,123	0.29%
Comcast	Telecomm. Provider	14, 852,685	0.25%
Guadalupe Hotel Investment LLC	Real Estate/Hotel	14,420,062	0.24%
El Castillo Retirement Residences	Retirement Community	14,304,866	0.24%
La Fonda Holdings LLC	Real Estate/Hotel	13,653,365	0.23%
Qwest	Telecomm. Provider	13,026,323	0.22%
Total		$265,526,879	4.45%

Source: Santa Fe County Assessor's Office.

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; but if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases which began in tax year 2001. Annual valuation increases will be limited to 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When property is being valued for the first time;
2. When physical improvements are made to the property;
3. When a change of ownership outside the family occurs;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are sixty-five years of age or older or who are disabled. The statute fixes the valuation of the property to the valuation in the year that the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes for all units of government are collected by the Santa Fe County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. Collection statistics for Santa Fe County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Collections (1)	Current Collections as a % of Net Levied	Current/ Delinquent Tax Collections (2)	Current/Delinquent Collections as a % of Net Levied
2023	23/24	$236,288,784	$226,200,296	95.73%	$226,200,296	95.73%
2022	22/23	214,712,970	208,544,585	97.13%	212,362,826	98.91%
2021	21/22	199,804,946	193,596,999	96.89%	198,603,398	99.40%
2020	20/21	196,143,309	191,796,346	97.78%	194,886,318	99.36%
2019	19/20	190,991,253	184,211,903	96.45%	190,021,188	99.49%
2018	18/19	182,850,115	176,420,838	96.48%	182,043,380	99.56%
2017	17/18	179,098,414	173,269,194	96.75%	178,656,205	99.75%
2016	16/17	168,547,930	162,656,064	96.50%	168,224,103	99.81%
2015	15/16	164,736,283	158,750,208	96.37%	164,517,742	99.87%
2014	14/15	159,052,796	152,201,398	95.69%	158,853,100	99.87%

(1) As of June 30 of each year.
(2) Figures are as of June 30, 2024. The second half of 2024 property taxes were due May 10, 2025.

Source: Santa Fe County Treasurer's Office.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49 NMSA 1978, if property taxes are not paid for any reason within thirty days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth day after they are due until the date they are paid. Interest accrues at the rate of one percent (1%) per month or any fraction of a month.

Penalty for Delinquent Taxes

Section 7-38-50 NMSA 1978 provides that, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A City can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCIAL INFORMATION CONCERNING THE CITY

The City's Accounting and Budgetary Practices and Procedures

Receipts and disbursements of the City are recorded on a modified accrual basis of accounting. Under this method of accounting, as a general rule, revenue which is available for financing of current appropriations is recognized when received or when susceptible to accrual, and expenditures benefiting more than one year are recorded when encumbered. Exceptions to this general rule include: (1) disbursements for some inventory items are recorded at the time of purchase, (2) prepaid expenses benefiting more than one year are recorded in the year of payment and (3) property taxes are recognized as received.

Governmental Accounting Standards Board Statement

The City's financial statements present the government as an entity for which the City is considered to be financially accountable. The City has no component units or blended component units that are legally separate entities.

During the year ended June 30, 2016, the City adopted GASB Statements Nos. 72, *Fair Value Measurement and Application,* a portion of No. 73 *Accounting and Financial Reporting for Pensions and Related Assets that are not within the Scope of GASB Statement 68 and Amendments to Certain Provisions of GASB Statements 67 and 68,* No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* No. 79, *Certain External Investment Pools and Pool Participants* and No. 82 *Pension Issues – an amendment of GASB Statement No. 67, No. 68, and No. 73.* These five Statements were required to be implemented by June 30, 2016.

GASB Statement No. 72 addresses accounting financial reporting issues related to fair value measurements. The definition of *fair value* is price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of GASB 72 enhances comparability of financial statements among governments by requiring measurements of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on government's financial position.

GASB Statement No. 82 addresses certain issues that have been raised with respect to Statement No. 67, *Financial Reporting for Pension Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68.* Specifically, this GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. Its objective is to address certain issues that have been raised with respect to Statements No.67, *Financial Reporting for Pensions Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statement 67 and 68.* Specifically, the statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

GASB 75, *Accounting and financial reporting by Employers for Postemployment Benefits Other than Pensions (OPEB Employer)* became effective for fiscal years beginning after June 15, 2017 and replaced the requirements of Statement Nos. 45 and 57. GASB 75 moves accounting of OPEB benefits to the balance sheet and income statement from the notes related to the financial statements. The methodology for valuing OPEB liabilities under GASB 75 has been standardized, and instead of being amortized over a period of up to 30 years, certain changes in OPEB liability are factored into the calculation of OPEB expense for the applicable reporting period. OPEB expense is based on the net OPEB liability change between reporting dates, with some sources of change recognized immediately, and others spread over years. OPEB expense under GASB 75 is no longer equal to the contributions to an OPEB trust or the OPEB benefits or premiums paid.

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

Operations of the General Fund

The following sets forth a comparative summary of the operations of the General Fund of the City for the years ended June 30, 2020 through June 30, 2024. Information regarding the operations of the General Fund is presented only to summarize the City's operating history. For a more detailed discussion of the City's results of operations for the fiscal year ended June 30, 2024, see "Management's Discussion and Analysis" included in the attached financial statements.

GENERAL FUND- STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Revenues:	**2024**	**2023**	**2022**	**2021**	**2020**
Taxes:					
Gross Receipts	$106,133,722	$ 98,962,862	$ 94,117,754	$ 71,097,448	$ 72,142,247
Motor taxes	--	--	--	469,728	486,671
Lodgers'	--	--	--	--	--
Property	10,270,979	9,516,085	8,597,439	9,101,143	8,732,172
Other	6,540,694			9,149,457	8,920,423
Intergovernmental revenues					
Federal operating	--	--	--	--	--
State operating	--	--	46,242	8,476,923	56,345
Local	--	--	2,015	22,943	17,710
Lease revenue	--	--	--	--	--
Charges for services	15,224,389	14,117,868	11,397,076	7,832,544	8,350,589
Investment income (loss)	3,367,284	3,991,797	103,126	22,701	121,586
Other Revenues	1,357,383	50,021	9,355,773	116,300	458,598
Total Revenues	142,894,451	$133,452,785	$128,478,810	$106,289,187$	$ 99,286,341
Expenditures:					
Current:					
General government	21,436,506	14,279,897	26,085,939	13,964,448	15,157,369
Public safety	64,027,814	39,819,047	48,077,414	39,747,963	44,183,340
Public works	19,717,380	21,167,821	5,637,776	19,512,094	10,786,864
Community development	2,089,436	1,931,019	3,360,609	1,606,273	3,370,485
Education	3,321,337	1,970,727	--	2,475,780	2,595,792
Culture and recreation	4,816,882	5,368,820	11,749,917	4,205,791	9.635,166
Capital outlay	11,245,330	26,957,080	--	791,782	2,875,546
Debt service					
Principal payments	87,723	87,118	--	--	--
Interest	2,116	104	--	--	--
Debt issuance costs	--	--	--	--	45,552
Total expenditures	126,753,524	111,581,633	94,911,655	82,304,131	88,604,562
Excess (deficiency) of revenues over expenditures	16,140,927	21,871,152	33,567,155	23,985,056	10,681,779
Other financing sources (uses):					
Proceeds from sale of assets	--	213,807	--	--	--
Transfers in	3,545,419	3,105,936	4,053,300	7,621,688	2,334,946
Transfers out	(12,741,913)	(11,627,857)	(24,318,313)	(12,272,876)	(7,943,095)
Total other financing sources (uses)	(9,196,494)	(8,209,114)	(20,265,013)	(4,651,186)	(5,608,149)
Net change in fund balances	6,944,433	13,562,038	13,302,142	19,333,868	5,073,630
Fund balances, beginning of year	76,450,942	62,888,904	49,586,762	30,252,894	24,416,020
Fund Balances, end of year	**$83,395,375**	**$ 76,450,942**	**$ 62,888,904**	**$ 49,586,762**	**$ 29,489,650**

Source: State of New Mexico Office of the State Auditor; City of Santa Fe Finance Department.
(1) Reporting of expenditures reflects variation in format and presentation of FY 2024 Audited Financial Statements.

ECONOMIC AND DEMOGRAPHIC INFORMATION

The statistics set forth below have been obtained from the referenced sources. The City has assumed that the information obtained from sources other than the City is accurate without independently verifying it. Historical figures provided under this caption have not been adjusted to reflect economic trends such as inflation. The following information is not to be relied upon as a representation or guarantee of the City.

Population

Population Growth

Census Year	City	County	State
1980	49,299	75,519	1,308,302
1990	55,859	99,288	1,520,207
2000	62,203	129,292	1,819,046
2010	67,947	144,170	2,059,179
2020	83,875	148,651	2,084,117
2024	89,167[2]	157,765	2,130,256

Source: U.S. Census Bureau and World Population Review.

[1] The City annexed approximately 4,100 acres in phases from 2014-2019 that contributed to the growth in population from 2010 to 2015 by adding approximately 13,000 residents.
[2] As of July 1, 2023, which is the most recent date for which data is available.

The following table provides an estimated age profile of the City's population from the U.S. Census Bureau's American Community Survey, and comparative data for the County, State and the United States:

Age Group	Santa Fe — MSA	New Mexico
0 --19	18%	23%
20--29	10%	13%
30--39	12%	13%
40--49	12%	12%
50--59	13%	11%
60 and Older	36%	27%

Source: Census Reporter, 2023.

The total population of the City grew by 13.3% over the decade of the 1980s (1980-1990), by 11.3% over the decade of the 1990s (1990-2000), by 9.2% between 2000 and 2010, and by 23.4% between 2010 and 2015 which was largely due to annexation as formerly footnoted in the Population Growth table above.

Income

The table set forth below shows per household effective buying income categories for residents of the Santa Fe Metropolitan Statistical Area ("MSA") and comparative data for the State and the United States.

Effective Buying Income Group[1]	Santa Fe MSA	New Mexico	United States
Under $25,000	18.90%	26.42%	20.37%
$25,000 - $34,999	9.98%	10.23%	9.21%
$35,000 - $49,999	13.89%	13.64%	12.87%
$50,000 - $74,999	18.44%	17.13%	17.09%
$75,000 and over	38.77%	32.58%	40.46%
Median Household Income[2]			
2019 Est. Median Household Income	$61,791	$52,021	$81,210
2020 Est. Median Household Income	$58,898	$52,285	$79,560
2021 Est. Median Household Income	$67,311	$54,304	$79,260
2022 Est. Median Household Income	$72,836	$59,842	$77,540
2023 Est. Median Household Income	$73,366	$62,286	$80,610

[1] Spotlight, February 2023.
[2] Federal Reserve Bank of St. Louis.

Per Capita Income

The following table sets forth the per-capita income, based on the total gross personal income divided by the population, for the Santa Fe MSA, the State and the United States. Although the State per capita income remains lower than the per capita income of the United States as a whole, the Santa Fe MSA per capita income is higher than the per capita income of the State and the United States.

Per Capita Personal Income

Year	Santa Fe MSA	New Mexico	United States
2024	*	57,652	72,478
2023	77,717	55,166	69,413
2022	72,932	53,069	66,059
2021	70,477	50,682	64,419
2020	63,443	46,483	59,125
2019	60,853	42,223	55,559
2018	57,163	40,976	53,310
2017	54,072	39,196	50,977
2016	53,566	38,474	49,943
2015	50,974	37,752	48,038

Source: Federal Reserve Bank of St. Louis.

Employment

The following table provides a 10 year history of average employment figures for the Santa Fe MSA, the State and the United States.

EMPLOYMENT/UNEMPLOYMENT RATES

Year[(1)]	Santa Fe MSA Labor Force	Santa Fe MSA % Unemployed	State Labor Force	State % Unemployed	U.S. % Unemployed
2024	88,451	3.6%	942,357	4.2%	4.0%
2023	81,791	3.3%	964,991	3.8%	3.6%
2022	98,435	3.7%	947,991	4.1%	3.6%
2021	89,004	6.6%	942,505	7.1%	5.4%
2020	77,468	7.7%	931,147	7.9%	8.1%
2019	92,310	4.1%	955,890	5.0%	3.7%
2018	87,340	4.2%	944,844	4.9%	3.9%
2017	84,958	5.1%	948,364	6.0%	4.4%
2016	87,539	5.4%	944,335	6.8%	4.9%
2015	82,413	5.4%	938,333	6.6%	5.3%

Source: Federal Reserve Bank of St. Louis.

Santa Fe MSA--Major Employers

Employer	Business Type	Number of Employees
State of New Mexico	Government	18,000
Los Alamos National Laboratory	Government	14,150
Christus St. Vincent Hospital	Health Care	2,500
Santa Fe School District	Education	1,800
City of Santa Fe	Government	1,400
Santa Fe County	Government	850
Santa Fe Community College	Education	661
Presbyterian Santa Fe	Medical	545
Eldorado Hotel	Hotel	500
Hotel St. Francis	Hotel	500
Total Top 10		40,906

Source: City of Santa Fe.

Gross Receipts

The table below shows the retail and total reported gross receipts generated in the City of Santa Fe, Santa Fe County and the State of New Mexico. For the purposes of this table, gross receipts means the total amount of money received from selling property in the State of New Mexico, from leasing property in the State and from performing services in the State.

Historical Total Gross Receipts Reported for City

	City of Santa Fe	
Fiscal Year	Retail Trade	Total
2024	$2,640,906,351	$9,988,401,205
2023	2,554,537,522	8,767,553,351
2022	2,509,638,594	8,078,827,477
2021	2,383,560,603	7,448,379,755
2020	1,657,199,051	6,636,938,435

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

Historical Taxable Gross Receipts Reported for City

Fiscal Year	Taxable Gross Receipts
2024	$5,497,249,082
2023	5,124,030,595
2022	4,755,784,079
2021	4,352,092,887
2020	3,692,443,207

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

THE CITY

General

Located in north-central New Mexico, the City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City is situated in the foothills of the Sangre de Cristo Mountains (Rocky Mountain Range) at 7,000 feet elevation and is located approximately 380 miles south of Denver and 320 miles north of El Paso at the junction of Interstate 25 and U.S. Highways 64, 84 and 285.

The Santa Fe economy is diversified, with government, tourism, retail trade and industry being predominant. The State is the largest employer in the City. Most State department headquarters are located in the City. State and federal offices plus County and City offices combine to make the City the governmental center of the State. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Employment" herein. The central business district and shopping centers contain approximately 450 businesses. The City is also the service center for the northern-central region of the State. There are over 300 art galleries and dealers and over 70 antique dealers in the City, in addition to cultural markets on the Plaza. It is the second largest financial center in the State with ten commercial banks, four savings & loans, approximately 15 financial lending entities and six credit unions.

The City has a unique culture because of its multicultural history and the proximity of numerous Pueblo Indian villages. Indian pottery, weaving, silver and turquoise jewelry, Spanish wood carving and weaving, paintings, glass and a complete range of contemporary arts and crafts are produced and sold. Popular tourist attractions in the City include the oldest church and the oldest house in the United States; numerous buildings listed in the State Register of Historic Sites and Property; the oldest public building in the United States; the Plaza, which was the end of the Camino Real and Santa Fe Trail; and numerous museums and landmarks, including the Museum of Fine Arts, Museum of International Folk Art, Wheelwright Museum, Georgia O'Keeffe Museum and the Palace of the Governors. The Santa Fe National Forest and the Pecos Wilderness are also major tourist attractions. The Santa Fe Ski Basin and Santa Fe Opera are near the City. The City is a popular on-location site for both television and motion picture filming crews, including two western town movie sets nearby. The Laboratory of Anthropology is also located in the City and is a research center that has conducted thousands of archeological investigations.

A large segment of the City is controlled by historical zoning ordinances designed to maintain the Spanish architecture in the City. Numerous national, regional and State conventions are held in the City annually. Fiesta de Santa Fe, commemorating the return of the City to Spanish rule, is the oldest continuous community celebration in the United States.

St. John's College is a four-year institution of higher learning located in the City. The Santa Fe Community College is a two-year institution of higher learning within the City. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Education" herein. The New Mexico School for the Deaf and the Institute of American Indian Arts are also located in the City. There are three newspapers, including two daily newspapers, several radio stations, several local television stations and cable television serving the City.

Administration and City Government

The administrative offices of the City are located at 200 Lincoln Avenue, Santa Fe, New Mexico. The Council is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the City Council (the "Council") are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council.

Prior to December 9, 1997, the City operated under a Mayor-Council/City Manager form of government. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government. The Charter form of government became effective March 15, 1998. Under an amendment to the Charter that became effective on March 12, 2018 (the "Charter Amendment"), the Mayor is authorized to vote on all matters that come before the Council. Under the Charter Amendment the Mayor has authority to appoint, with the consent of the Council, the City Manager, City Attorney, City Clerk and members of advisory commissions; may exercise control over and remove the City Manager, City Attorney and City Clerk; prepare an annual budget and proposed spending priority for review and approval by the City Finance Committee and Council.

The masthead of this Official Statement contains the names of the Mayor and the members of the Council.

Budget

The City's fiscal year begins on July 1 and ends on June 30. The City Manager is responsible for preparing the budget. After reviewing department requests and making adjustments as the City Manager deems necessary, the City Manager recommends to the Finance Committee of the City (the "Finance Committee") approval of the budget as the City Manager envisions the operations of the City for the coming fiscal year. The Finance Committee reviews the City Manager's recommendations, makes appropriate adjustments and recommends to the full Council for adoption of the budget. Finally, the Council reviews and adopts the budget. Prior to June 1, the City is required to submit a working draft of the budget to the Local Government Division of the State Department of Finance and Administration (the "Finance Department") for its approval. By July 20 of the new fiscal year, the City submits the budget to the Finance Department. Prior to the first Monday in September, the Finance Department must certify the budget with whatever adjustments it deems necessary to comply with State statutes. At mid-year, the City performs a budget review and adjusts the budget to reflect current conditions. Approval of the Finance Department is required for all budget increases, cash transfers between funds and budget transfers between departments within a fund or between funds. If adequate fund balances are available from the prior year, the City budgets expenditures in excess of revenues. The City budget is prepared using an estimate of anticipated revenues and expenditures.

Services

The City provides traditional services such as public safety and recreation, public works, highways and streets as well as water and sewer services and refuse collection. In addition, the City operates parking facilities, convention facilities, a golf course and an industrial park.

Employees

The City employs 1,402 persons, approximately 1,338 of whom are full-time employees, and approximately 54 of whom are part-time employees, including 10 elected officials.

Retirement Plans

Public Employees Retirement Association

Substantially all of the City's full-time employees participate in a public employee retirement system authorized under the Public Employees Retirement Act (Chapter 10, Article 11 NMSA 1978). The Public Employees Retirement Association ("PERA") is the administrator of the plan, which is a cost-sharing multi-employer defined benefit retirement plan. The plan provides retirement, disability benefits, survivor benefits, and cost-of-living adjustments to plan members and beneficiaries. PERA issues a separate, publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to PERA, P. O. Box 2123, Santa Fe, New Mexico 87504-2123.

The contribution requirements of defined benefit plan members and the City of Santa Fe are established in state statute under Chapter 10, Article 11, NMSA 1978. The contribution requirements may be amended by acts of the legislature. For employer and employee contribution rates in effect for FY18 for the various PERA coverage options, for both Tier I and Tier II, see the tables available in the PERA FY18 annual audit report available at www.nmpera.org. The PERA coverage options that apply to the City are the Municipal General Division, Municipal Police Division and Municipal Fire Division. Statutorily required contributions to the pension plan from the City were $11,289,958 for the fiscal year ended June 30, 2024.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 is effective for fiscal years beginning after June 15, 2014. For Fiscal Year ended June 30, 2024, the City reported the following proportionate shares of PERA's net pension liability: $102,554,027 for PERA Fund Municipal General Division, $40,803,876 for PERA Fund Municipal Police Division, and $57,993,806 for the PERA Municipal Fire Division.

New Mexico Retiree Health Care Authority

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023, the most recent year for which information is available, was $1,759,581. For additional information regarding the post-employment benefit plan, please refer to "Notes to Required Supplementary Information" at p. 138 of the City's audited financial statements for Fiscal Year ended June 30, 2024.

SUMMARY OF INDEBTEDNESS

The table below summarizes all outstanding general obligation and revenue bond obligations of the City as of June 30, 2025:

Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B	13,780,000	3.00%-5.00%	6/1/36	9,460,000
General Obligation Bonds, Series 2013	12,000,000	1.75%-4.00%	8/1/32	6,570,000
Gross Receipts Tax Improvement Revenue Bonds, Series 2014	15,460,000	2.25%-5.00%	6/1/29	11,080,000
General Obligation Bonds, Series 2014	5,800,000	3.00%-4.00%	8/1/34	3,765,000
Water Utility System Refunding Revenue Bonds, Series 2016	36,665,000	2.00%-5.00%	6/1/39	29,070,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016B	21,900,000	2.00%-5.00%	6/1/35	4,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D	2,020,000	2.00%-5.00%	6/1/28	920,000
Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017	4,530,000	1.42%-3.56%	6/1/33	2,775,000
Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018	10,290,000	3.00%-5.00%	6/1/28	4,745,000
Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A	20,000,000	5.00%	6/1/38	16,985,000
Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds Series 2019 (Climate Bond Certified / Green Bonds)	13,550,000	4.00%-5.00%	6/1/38	12,360,000
General Obligation Bonds, Series 2019	5,445,000	5.00%	8/1/29	3,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021	13,590,000			2,660,000
Total	**175,030,000**			**$110,975,000**

In addition to its outstanding revenue and general obligation bonds referenced above, the City has loans payable to the New Mexico Finance Authority from various revenue sources. The table below summarizes the outstanding loans of the City as of June 30, 2025.

Category of Indebtedness	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding
Convention Center	$33,790,000	3.00-5.00%	June 2035	$21,030,000
Drinking Water Loan (Buckman DW-2)	15,150,000	2.00%	June 2029	4,368,611
College Refunding Loan	23,705,000	2.362%-3.924%	June 2039	18,055,000
Drinking Water Loan (Buckman DW-4)	2,445,292	2.00%	June 2035	1,376,073
Transit Buses	3,500,000	2.41%	June 2026	332,163
Parking Facilities Loan	1,575,000	1.820%-2.150%	June 2027	415,000
Guaranteed Energy Savings Lease Purchase Transaction	17,244,894	2.145%	December, 2039	14,962,398
Total Loan Obligations	**$97,410,186**			**$60,539,245**

Education

Santa Fe Public Schools

The Santa Fe Public School District is a political subdivision of the State organized for the purpose of operating and maintaining an education program for school-age children residing within its boundaries. Currently the District operates and maintains a variety of facilities in meeting its obligation to provide an educational program within its boundaries that cover 1,016 square miles with an estimated population of 125,000. The District is fourth largest district in the State with a 2024-25 student enrollment of 11,769. The District operates thirty school sites – two comprehensive high schools, four alternative high schools, an International Baccalaureate (IB) school which serves grades 7-12, 19 middle schools, 21 elementary schools, and 6 K-8 community schools. In addition, within the District there is one district charter school and five State charter schools. The District's educational program additional includes vocational, technical and occupational training.

Santa Fe Community College

Santa Fe Community College is a co-educational community college offering 2-year Associate of Arts, Associate of Science, and Associate of Applied Science degrees. The Community College occupies 366 acres within the County of Santa Fe and purchased five acres in the City of Santa Fe and built a 30,000

square foot building. The College has a faculty of approximately 65 full-time and 599 adjunct faculty, serving approximately 4,500 students.

St. John's College

St. John's College is a private, co-educational 4-year liberal arts college. The College's undergraduate program is an all-required course of study based on the classic works of western civilization. The College has an enrollment of approximately 450 students, with a faculty-student ratio of 1:7. The College offers a graduate degree program leading to a Master of Arts in Liberal Arts degree.

New Mexico School for the Deaf

The New Mexico School for the Deaf is a state institution serving New Mexico children with permanent hearing loss from birth through age 22. The School provides a rigorous academic program that focuses on language and literacy development and critical thinking skills. The School's curriculum conforms to New Mexico state standards and benchmarks. The School's 30-acre campus is located in the City of Santa Fe and provides housing for up to 96 residential students.

TAX EXEMPTION

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, under existing laws, regulations rulings and judicial decisions, and assuming compliance with covenants described herein, interest on Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference under Section 57 of the Code (as defined below) for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on obligations such as the Bonds. The City has made various representations and warranties with respect to, and has covenanted in the Bond Ordinance and other documents, instruments and certificates to comply with the applicable provisions of the Code to assure that interest on the Bonds will not become includible in gross income. Failure to comply with these covenants or the inaccuracy of these representations and warranties may result in interest on the Bonds being included in gross income from the date of issue of the Bonds. The opinion of Bond Counsel assumes compliance with the covenants and the accuracy of such representations and warranties.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Before purchasing any of the Bonds, potential purchasers should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

The opinions expressed by Bond Counsel are based upon existing law as of the date of issuance and delivery of the Bonds, and Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any pending legislation.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, it would apply to Bonds issued prior to enactment. Each purchaser of the Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. None of the Municipal Advisor, the Underwriter, or Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes. None of the City, the Municipal Advisor, the Underwriters or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

Original Issue Premium

Certain maturities of the Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a bond through reductions in the holders' tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the bond rather than creating a deductible expense or loss. Holders of Bonds offered at an original issue premium should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount

Certain maturities of the Bonds may be offered at a discount ("original issue discount") equal generally to the difference between public offering price and principal amount. For federal income tax purposes, original issue discount on a bond accrues periodically over the term of the bond as interest with the same tax exemption and alternative minimum tax status as regular interest. The accrual of original issue discount increases the holder's tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Holders of Bonds offered at an original issue discount should consult their tax advisors for an explanation of the accrual rules.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. Neither the Municipal Advisor, the initial purchasers of the Bonds nor Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes.

None of the City, the Municipal Advisor, the initial purchasers of the Bonds, or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

FINANCIAL STATEMENTS

Appendix A contains the Audited Financial Statements of the City for the fiscal year ended June 30, 2024 (the "2024 Report"). The audited financial statements referred to above have been audited by Carr, Riggs & Ingram, L.L.C., Albuquerque, New Mexico, independent certified public accountants (the "Auditor"), whose report with respect thereto (the "Report") also appears in Appendix A hereto.

CONTINUING DISCLOSURE

In connection with the issuance of the 2025 Bonds, the City will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix C, under which it will agree for the benefit of the owners of the 2025 Bonds to provide audited annual financial statements of the City when available after the end of each Fiscal Year, and to provide certain annual financial information and operating data relating to the City and timely notice of certain events.

The City believes that it has not been in default under its existing continuing disclosure agreements with respect to the filing of audited annual financial statements and annual financial information and notice of certain events as required by Rule 15c2-12.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

RATINGS

The Bonds have received a rating of "___" on the Bonds from Fitch Ratings Group ("Fitch") and has received a rating of "___" from S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. ("S&P"). An explanation of the significance of the rating given by Fitch may be obtained from Fitch at One State Street Plaza, New York, New York 10004, and from S&P at 55 Water Street, 38th Floor, New York, New York 10041.

Such ratings reflect only the view of such rating agencies, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, will render an opinion with respect to the validity of the Bonds and with respect to tax matters described above under "TAX EXEMPTION". The proposed form of such opinion is attached hereto as Appendix A. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Erin K. McSherry, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

MISCELLANEOUS

References are made herein to certain laws, ordinances, documents, agreements and reports which are brief summaries thereof and which do not purport to be complete or definitive. Reference is made to such documents and reports for full and complete statements of the content thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Bonds.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

APPENDIX A

OPINION OF BOND COUNSEL

_____, 2025

City of Santa Fe
Santa Fe, New Mexico

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to the City of Santa Fe (the "City"), Santa Fe County, State of New Mexico (the "State"), in connection with the issuance and sale of its $25,000,000 General Obligation Improvement Bonds, Series 2025 (the "Bonds"), dated August ___, 2025, with interest payable on February 1, 2026, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2031 through 2046, inclusive. The Bonds are being issued pursuant to Ordinance No.07 adopted by the City Council on June 25, 2025 and the Pricing Certificate executed on August __, 2025 (together, the "Bond Ordinance").

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to ad valorem taxes levied by the City, which taxes are unlimited as to rate or amount.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as amended, and is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Although we are of the opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. We call your attention to the fact that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

3. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions set forth above in paragraph 2 are subject to continuing compliance by the City with covenants regarding federal tax law contained in the proceedings and other documents relevant to the issuance by the City of the Bonds. Failure to comply with these covenants may result in interest on the Bonds being included in gross income retroactive to their date of issuance. The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 and 3 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS JUNE 30, 2018

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Santa Fe, New Mexico (the "City"), in connection with the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Series 2025 Bonds" or the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____adopted by the Governing Body of the City on June 25, 2025, as supplemented by a Pricing Certificate executed on August ___, 2025 (together, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

"Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" (tables 1 – 10) in the Official Statement.

"Audited Financial Statements" means the annual financial statements for the City, prepared in accordance with generally accepted accounting principles consistently applied, as in effect from time to time, audited by a firm of certified public accountants.

"EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System located on its website at emma.msrb.org.

"Events" means any of the events listed in Section 4(a) of this Disclosure Undertaking.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided however that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"Fiscal Year" means the Fiscal Year of the City, ending June 30.

"Official Statement" means the Official Statement dated August ___, 2025, delivered in connection with the original issue and sale of the Series 2025 Bonds.

"Owners" means the registered owners of the Series 2025 Bonds, and so long as the Series 2025 Bonds are subject to the book-entry system, any Beneficial Owner, as such term is defined in the Bond Ordinance.

"Report Date" means March 31 of each year, beginning in 2026.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

"Rule 15c2-12" or "Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) Annual Financial Information shall be provided by the City not later than 270 days after the end of each Fiscal Year. If not filed with the Annual Financial Information, the Audited Financial Statements will be provided when available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

Section 4. Reporting of Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Series 2025 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2025 Bonds;

7. modifications to the rights of the security holders, if material;

8. bond calls, if material, or tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2025 Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

13. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or a change of name of a trustee, if material;

15. the incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) At any time the Series 2025 Bonds are outstanding and the City obtains knowledge of the occurrence of an Event, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA.

(c) At any time that the Series 2025 Bonds are outstanding, the City or its designated agent, shall provide to EMMA, notice in a timely manner not in excess of ten (10) business days after the occurrence of any failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

Section 5. Term. This Disclosure Undertaking shall be in effect from and after the issuance and delivery of the Series 2025 Bonds and shall extend to the earliest of (a) the date all principal and interest

on the Series 2025 Bonds are deemed paid or legally defeased pursuant to the terms of the Bond Ordinance; (b) the date that the City is no longer an "obligated person" with respect to the Series 2025 Bonds within the meaning of the Rule; and (c) the date on which those portions of the Rule which require this Disclosure Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2025 Bonds, the determination of (a), (b) or (c) herein to be made in any manner deemed appropriate by the City, including by an opinion of Counsel experienced in federal securities laws selected by the City. The City shall file a notice of any such termination with EMMA.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) such amendment or waiver is consented to by the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds obtained in the manner prescribed by the Bond Ordinance or (b) if such amendment or waiver is otherwise consistent with the Rule, as determined by an opinion of Counsel experienced in federal securities laws selected by the City. Written notice of any such amendment or waiver shall be provided by the City to EMMA, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The City shall provide notice of any such amendment or waiver to EMMA.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Disclosure Undertaking; provided that the City shall not be required to do so. If the City chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

Section 8. Default and Enforcement. If the City fails to comply with any provision of this Disclosure Undertaking, any Owner of the Series 2025 Bonds may take action to seek specific performance by court order to compel the City to comply with its obligations under this Disclosure Undertaking; provided that any Owner of the Series 2025 Bonds seeking to require the City to so comply shall first provide at least 30 days' prior written notice to the City of the City's failure (giving reasonable details of such failure), following which notice the City shall have 30 days to comply and, provided further, that only the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the City in accordance with this Disclosure Undertaking, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of competent jurisdiction in the State of New Mexico. A DEFAULT UNDER THIS DISCLOSURE UNDERTAKING SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE BOND ORDINANCE OR THE SERIES 2025 Bonds, AND THE SOLE REMEDY UNDER THIS DISCLOSURE UNDERTAKING IN THE EVENT OF ANY FAILURE OF THE CITY TO COMPLY WITH THIS DISCLOSURE UNDERTAKING SHALL BE AN ACTION TO COMPEL PERFORMANCE.

Section 9. Beneficiaries. The Disclosure Undertaking shall inure solely to the benefit of the City, the Underwriter and Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 10. Requesting Information. Persons seeking to obtain the Annual Financial Information, including the Audited Financial Statements, may obtain such information by contacting the City Director of Finance at 200 Lincoln Avenue, Santa Fe, New Mexico 87501 (505) 955-____.

Section 11. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Dated: August ___, 2025

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

[End of form of Continuing Disclosure Undertaking]

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of 1/20th or 1/8th percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT

LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM (_____, 2025)

City of Santa Fe, New Mexico
c/o

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

[2025 Bonds Bid Form]

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Bid Form]

EXHIBIT A
[to 2025 Bonds Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

SCHEDULE A TO ISSUE PRICE CERTIFICATE

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

SCHEDULE B

PRICING WIRES

[End of Form of Official Notice of Bond Sale]

City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

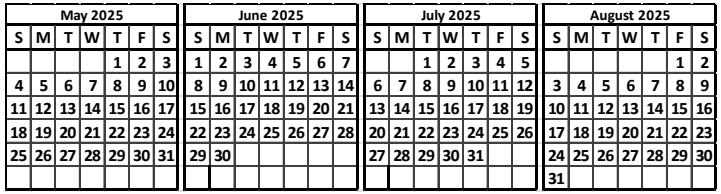
Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

City of Santa Fe
General Obligation Bond Issuance Process

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

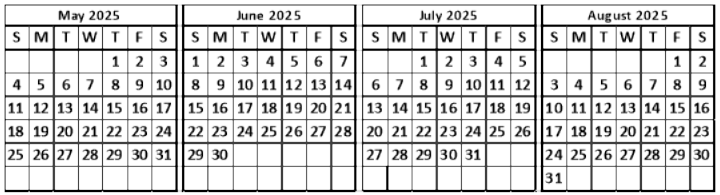
Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.

Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

Member FINRA/SIPC/NYSE
© 2024 Hilltop Securities Inc.